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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

CURRENT TOPICS.

FIVE STATUTES of last session will come into force on the 1st of January, 1900. These are the Infectious Diseases (Notification) Extension Act (62 & 63 Vict. c. 8), the Seats for Shop Assistants Act (c. 21), the Improvement of Land Act (c. 46), the Lincolnshire Coroners Act (c. 48), and the Sale of Food and Drugs Act (c. 51). The Infectious Diseases (Notification) Extension Act, 1899, changes the Act of 1889 from an adoptive to a universal Act. The earlier Act applied primarily to the metropolis, and in the next place to such sanitary districts as adopted it. If adopted in a district which had a local Act for the same purpose, it superseded the local Act. The present Act abolishes the principle of adoption, and from the 1st of January the Act of 1889 will be in operation in every urban, rural, and port sanitary district, and all local laws (except, oddly enough, in the county borough of Huddersfield) will cease to be in operation. Under the Seats for Shop Assistants Act, 1899, seats for female assistants must be provided in all retail shops, either "behind the counter or in such other position as may be suitable for the purpose, in the proportion of not less than one seat to every three female assistants employed in each room." The Improvement of Land Act, 1899, effects alterations in the operation of the Act of 1864. The period for repayment of charges under that Act is extended from twenty-five to forty years, and the land charged may comprise not only the land improved, but also other land subject to the same limitations. Moreover, facilities are given for enabling improvement companies to extend their objects so as to include the carrying out of any of the improvements authorized by section 9 of the Act of 1864 or amending statutes; and provision is made for extending the term for repayment of existing or future charges created in respect of the planting of woods or trees. The Lincolnshire Coroners Act, 1899, removes an anomaly with regard to the office of coroner in the several divisions of Lincolnshire (see Paterson's Practical Statutes, 1899, p. 219). In future each of the three divisions—Holland, Kesteven, and Lindsey—will be separate counties for the purposes of the Coroners Acts. The Sale of Food and Drugs Act, 1899, is intended to strengthen the law as to the importation

and sale of adulterated or impoverished food, notably dairy produce, and extensive powers in this behalf are conferred on the Board of Agriculture, concurrently in certain cases with the Local Government Board.

It is perhaps too much to expect that with the disappearance of the Chief Commissioner the difficulties which many people who have had dealings with the Charity Commission have experienced will also disappear. But, with every desire to do justice to a man who was in many respects a valuable official, zealous in the discharge of his duty according to his lights, and possessed of no little ability and even more tenacity of view, it is tolerably well known that Sir Henry Longley was largely responsible for the rather hide-bound adherence to rules of administration, whether they were adapted to the case in hand or not, and the frequent want of common sense and tact in framing schemes dealing with matters as to which local feeling was strongly roused, which have characterized a good deal of the action of the Charity Commissioners during recent years. They have seemed too often to forget that their duty is to make matters smooth for the vigilant and honest trustees of charities, and to shew their rough side only to careless and dishonest trustees and administrators of these institutions; and, above all, to facilitate the foundation, and to increase the prosperity, of charities. The best-intentioned trustee or person concerned in the foundation or administration of a charity was taught to walk exactly in the path marked out for him by the commissioners, and if he deviated from this path he found himself involved in briars. He must, moreover, however pressing the matter in hand might be, await with patience the period when it should please "the board" to condescend to look into his application. Above all, he must not expect any notice to be taken of his matter during the very lengthened period in autumn when "the board" were engaged in recruiting their jaded energies. All these characteristics have gone far to render an application to the Charity Commission synonymous with trouble and delay. This is to be regretted, since the powers possessed by the board, if liberally and promptly administered with a due regard to the circumstances of each case, might be made of great public benefit. We do not desire to imply any blame on the subordinate officers of the commission; they are usually very capable and efficient, and in several matters, including the technical framing of orders, there has been a vast improvement of late years. Let us hope that we may see a similar improvement in the spirit in which the powers of the board are administered.

A good deal of difficulty has been caused by the apparently sweeping provision of the Public Authorities Protection Act, 1893 (56 & 57 Vict. c. 61), under which, whenever an action is brought against a person acting in the execution of any public duty or authority, and a judgment is obtained by the defendant, such judgment carries costs to be taxed as between solicitor and client. *Primâ facie* the result of this enactment is that in every case where a public authority is successful in defending an action brought against it, the ordinary discretion of the court as to costs conferred by R. S. C., ord. 65, r. 1, is taken away, and the public authority not only gets costs as a matter of course, but gets them as between solicitor and client. But while this is the natural meaning of the words, it is not surprising that the judges have fought against a construction so subversive of justice between litigants. Public authorities and individuals acting in the pursuance of public duties may fairly claim to be protected against harassing litigation, and if it turns out that an action has been improperly brought, it is doubtless right to apply the principle that the giving of costs ought to be an indemnity—in other words, the costs should be taxed as between solicitor and client. And in ordinary cases where an action (including an action for an injunction in the Chancery Division: *Harrop* v. *Ossett Corporation* (1898, 1 Ch. 525)) against a public authority is unsuccessful, this result follows by virtue of the statute. Although the judgment is silent on the point, the taxation is made as between solicitor and client: *North Metropolitan Tramways Co.* v. *London County Council* (1898, 2 Ch. 145). It is obviously unfair, however, that costs should be given, especially on this scale, without regard to the conduct of the defendants and the general circumstances of the case, and the object of the statute is sufficiently answered if it is allowed to operate in cases where the judgment carries costs, but without interfering with the discretion of the court to deprive the defendants of costs. That this might be the true effect of the Act was suggested by Romer, J., in *Harrop* v. *Ossett Corporation* (*supra*), where in allowing costs under the Act, he said that he was not deciding that in a proper case the court had not power so to shape its judgment as to deprive a defendant of costs; and a further suggestion in this sense was made by the same learned judge in *North Metropolitan Tramways Co.* v. *London County Council* (*supra*). "I do not think," he said, "the Act was intended to take away the discretion of the court in an unsuccessful action of the kind described in the Act to deprive the public authority in a proper case of its costs."

The question thus suggested by Lord Justice Romer in the two cases referred to above has now been directly raised in two actions in the Queen's Bench Division—*Bostock* v. *Ramsey Urban District Council* (*Times*, Dec. 15), before the Lord Chief Justice, and *Duke of Westminster* v. *Duke of Bedford* (*ante*, p. 120), before Bigham, J.—and in each case a decision has been given adverse to the defendant public authority. The former case was tried with a jury, and hence before any discretion as to costs could arise, the judge had to find that there was good cause for depriving the defendants of costs. This Lord Russell did, and then upon the construction of the Public Authorities Act, 1893, he held that the discretion of the court was not taken away. When the defendant public authority has obtained judgment with costs, then, the statute operates, and the costs are to be taxed as between solicitor and client, though even here the Lord Chief Justice seems to have thought that the court might interfere and allow only the ordinary taxed costs. But, however this may be, Lord Russell had no hesitation as to the continued existence of the discretion of the court to deprive the defendants of costs altogether. The same view of the Act was taken by Bigham, J. in *Duke of Westminster* v. *Duke of Bedford*, where the question in dispute was the right to the custody of the records of the old Middlesex Quarter Sessions. In holding that he had discretion to deprive the defendant of costs, the learned judge pointed out how pernicious it would be otherwise; for then, however improperly the defendant public authority might have conducted the litigation, the right to solicitor and client costs would follow as a matter of course, and the court could not interfere. In his view the Act of 1893, when taken in connection with rule 1 of order 65, merely meant that, *unless the judge otherwise ordered*, a judgment recovered by a defendant in an action of the kind in question carried solicitor and client costs. The Act seems to have been passed without due consideration of its probable effect upon costs, and it is satisfactory that by these decisions a reasonable restraint is placed upon its operation.

The question of what is a common lodging-house has been again before the High Court in the case of *Logsdon* v. *Booth*, the point having been reserved for the consideration of a special court of three judges presided over by the Lord Chief Justice. The points for the decision of the court were, shortly, whether a certain Salvation Army shelter came within the provisions of the Common Lodging Houses Acts of 1851 and 1853, and whether the case of *Booth* v. *Ferrett* (38 W. R. 718, 25 Q. B. D. 87) was rightly decided. The facts in *Booth* v. *Ferrett* were in principle indistinguishable from the facts in this case. The house in each case was kept for the reception of persons of the poorest class, who could obtain lodging for a trifling payment for each night. The house was, however, kept by a religious body, not for any purpose of gain, but with a charitable and religious object. The proceedings in each case were against the well-known "general" of the Salvation Army, as proprietor of the house, for keeping a common lodging-house without being registered by the local authority as the keeper of such a house

for purposes of inspection as required by the Acts. The magistrate who heard *Booth* v. *Ferrett* was of opinion that the fact that the house was kept with a charitable object and not for gain was immaterial, provided the house was in other respects a "common lodging-house." The High Court, however, overruled the magistrate, and held that, in the absence of any definition of the expression "common lodging-house" in the Acts, and looking at the intention and object of the Acts, no house not kept for gain, but with a charitable object, was within their provisions. The recent case came before the same magistrate who decided *Booth* v. *Ferrett*, and, naturally feeling bound by the decision of the High Court, he refused to convict, but again stated a case. This time he was again overruled, and his original opinion was approved of by the court, so that *Booth* v. *Ferrett* is no longer law. That case was evidently decided by the judges in the light of what they considered to be the intention of the statute, though Lord COLERIDGE expressed at the time a want of confidence in the correctness of his judgment. In the recent case the judges said they could not see how it could be relevant to the question with what motive the proprietor of the house kept it. The question was whether the house was kept for the use of that class of the public who required the sanitary inspection provided by the Acts, in order that it might not become a source of danger to the public. If so, the charitable and philanthropic motives of the proprietor have nothing to do with the matter. The case was accordingly sent back to the magistrate to convict. It is quite possible that this decision may interfere to some extent with a useful social work. If so, that is a question for the Legislature to consider, for there can be little doubt that the recent decision is the correct reading of the law. At any rate it is now binding, and the Salvation Army and other institutions will have to make arrangements accordingly, and try to work in harmony with local authorities.

IT TAKES a good deal of thinking to appreciate the difference which the House of Lords have discovered between *Marine Insurance Co.* v. *China Steamship Co.* (11 App. Cas. 573, the "*Vancouver case*") and *Ruabon Steamship Co.* v. *London Assurance Co.* (*ante*, p. 116), and it is quite possible that some people will decline to admit that any difference exists. In the earlier case, a ship, on returning from a voyage, required to have her bottom cleaned and scraped, and when she was put in dry dock for the purpose, it was found that her stern-post had been fractured. While she was in dock the stern-post was repaired, in addition to the necessary cleaning, &c., being done. The repair of the stern-post fell upon the underwriters unless their liability was excluded under the proviso in the policy exempting them from "average under three per cent." The mere repair of the stern-post came to less than three per cent., but if a portion of the docking expenses was to be attributed to the repair, it would exceed three per cent., and the underwriters would have to pay. The House of Lords took the latter view. Although the vessel was put in the dock for one purpose only—namely, cleaning the bottom—the dock was in fact used for both purposes, and the expense of docking was apportionable between the cleaning and the repair—that is, between the owners and the underwriters. In the present case (*Ruabon Steamship Co.* v. *London Assurance Co.*) the facts were reversed to this extent, that the primary object of placing the ship in dock was to execute repairs for which the underwriters were liable; but, as in the former case, there was a common use of the dock for two distinct purposes, since the owners took advantage of the occasion to have the ship surveyed for her re-classification at Lloyd's. The survey was not then due, but the owners were entitled to have it made in anticipation, and had the survey been made at a later date a fresh docking would have been necessary. MATHEW, J., and the Court of Appeal held that this state of affairs was covered by the decision of the House of Lords in the *Vancouver case* and they held that the owners, since they had taken advantage of the docking of the ship, must assist in paying the cost. In principle it would seem that the two cases are exactly identical, but on the present occasion the House of Lords appear to have been fearful of the wide extension which the adoption of the *Vancouver case* would give to the law of contribution. The doctrine of contribution rests properly upon the circumstance of common liability. Where several parties are subject to a common demand and one only is called upon to pay, he is entitled to contribution from the rest. The same result does not follow when one party, being under no liability, gains an advantage from expense incurred by another, save in the exceptional case of average, which depends upon maritime law. In the present case, accordingly, the House of Lords held that when once the vessel was in dock at the underwriters' expense, the owners were entitled to take advantage of that circumstance and utilize the docking for the fresh survey without sharing the expense; and this notwithstanding that the survey must in any case have been made within a short time. Probably this result is more in accordance with the general law, but as authorities on shipping law the two cases in question are not easy to reconcile.

AN INTERESTING decision on the power of a mortgagor in possession to grant leases of the mortgaged property has been given by BIGHAM, J., in *Browne* v. *Peto* (*Times*, Dec. 22). Apart from the Conveyancing Act, 1881, it is of course impossible for a lease binding on the mortgagee to be made without his concurrence. But sub-section 1 of section 18 of that Act enables a mortgagor of land, while in possession, to make, as against every incumbrancer, "any such lease of the mortgaged land, or any part thereof, as is in this section described and authorized" Sub-section 3 states that the leases which the section authorizes are (i.) an agricultural or occupation lease for any term not exceeding twenty-one years; and (ii.) a building lease for any term not exceeding ninety-nine years. In the present case a mortgage had been made of an estate which was partly residential, and in 1890 the mortgagor, being then in possession, granted a lease for fourteen years of the mansion-house and furniture, and also of the right of shooting and sporting over the whole estate, at the single rent of £315 10s. a year. The lease included in addition lands for which separate rents were reserved. The mortgagees, who in 1896 obtained a judgment for foreclosure, repudiated this lease as being in three points outside the protection of section 18. A lease under that section could not, it was said, include furniture or sporting rights over lands not demised, and, assuming that the lease of sporting rights was otherwise possible, yet they were not capable of "occupation" so as to bring the lease within the requirement that it must be an occupation lease. On all three points, however, BIGHAM, J., decided against the mortgagees. It is ancient law that where a single rent is reserved out of land and goods, it is considered as issuing out of the land alone (*Collins* v. *Harding*, Cro. Eliz., p. 607), and hence for the purposes of the Conveyancing Act a lease of a house with furniture is in effect the same as a lease of the house alone at the entire rent. With reference to the sporting rights, a difficulty is occasioned by the decision in *Dayrell* v. *Hoare* (12 A. & E. 356), according to which a power to lease lands "or any part thereof" does not authorize a lease of part of the lands with an easement over the rest. But this extremely inconvenient restriction upon the exercise of the power was avoided by BIGHAM, J., in the case of the statutory lease before him, by reference to the definition of "land" given in the Conveyancing Act. Under section 2 "land, unless a contrary intention appears, includes land of any tenure, and tenements and hereditaments, corporeal or incorporeal," and hence it is possible that under the power to grant a lease of the mortgaged land or any part thereof, a lease of an easement (or, as in the present case, of a *profit à prendre*) may be permitted. But though BIGHAM, J., gave effect to this consideration, it is not clear that the definition divides up land into a servient tenement and the easements over it, so as to give power to grant a lease of the easements as part of the land. It is to be noticed that section 6 of the Settled Land Act, 1882, which gives power to lease the settled land, "or any part thereof," goes on to authorize expressly a lease of any easement over the same, notwithstanding that by the definition clause "land" is made to include incorporeal hereditaments. As to the third point—namely, that in respect of the sporting rights the lease was not an occupation lease—BIGHAM, J., gave no decision whether sporting rights can by themselves be the subject of occupation. Under the circumstances, however,

seeing that the main object of the lease was to grant the occupation of the mansion house, he held that it was an occupation lease within the meaning of the section.

THE PREROGATIVE of the Crown with regard to the removal to the revenue side of the Queen's Bench Division and stay (even after final judgment, but pending an appeal therefrom to the High Court) of a county court action between two subjects, in which the rights of the Crown are involved, was fully upheld by the Court of Appeal in the recent case of *Attorney-General* v. *Lord Stanley of Alderley*. It was there decided that, both before and after judgment, the Sovereign is entitled to have such an action removed and stayed, pending the hearing of an information (filed by the Attorney-General against the successful plaintiff) asking for a declaration of rights in favour of the Crown and of its lessees. This decision accords with what was long ago held in *Yates* v. *Dryden* (Cro. Car. 589), and with the judgment of the Court of Exchequer in *Attorney-General* v. *Barker* (20 W. R. 509, L. R. 7 Ex. 177). In the case under consideration, the plaintiff in the county court action (Lord STANLEY OF ALDERLEY), was the surface owner of land, under a grant in fee from the Crown, whereby mines, minerals, and quarries thereunder, were expressly reserved to the Crown and its assigns, together with full powers for working the same; while, on the other hand, the defendants (against whom damages for trespass on the surface land were claimed) were lessees from the Crown of the mining rights. It is, therefore, obvious that the rights and interests of the Sovereign were really involved in the county court action which was stayed. In this connection it should be mentioned that the prerogative of the Crown to intervene, in actions affecting the rights or revenue of the Sovereign, has not been curtailed by the Judicature Acts: see *Attorney-General* v. *Constable* (27 W. R. 661, 4 Ex. Div. 172). Formerly the old Court of Exchequer had exclusive jurisdiction under such circumstances. This jurisdiction was, however, subsequently transferred to the Exchequer Division of the High Court by section 34 of the Judicature Act, 1873, and is now vested in the Queen's Bench Division by virtue of an Order in Council, dated the 16th of December, 1880, whereby the Queen's Bench, Common Pleas, and Exchequer Divisions were consolidated.

CRIMINAL LAW IN 1800 AND IN 1900.

IN every branch of English law great changes have been made during the nineteenth century. It would be very strange if it were otherwise. But in no branch have the changes been so great as in the criminal law. Whether we look at principle, procedure, administration, or modes of punishment, it is almost impossible to realise that only one hundred years ago such a primitive and almost barbarous state of things existed as was to be seen in our courts. Yet some most grievous abuses, survived late into the century, and are hardly yet out of sight.

No doubt the most primitive of all methods of deciding an issue is combat. But trial by battle (though certainly obsolete) was a legal mode of trial both in criminal and civil matters up to the year 1819, when it was formally abolished by 59 Geo. 3, c. 46. This Act was passed in consequence of the decision of the Court of King's Bench in *Ashford* v. *Thornton* (1 B. & Ald. 405). THORNTON had been tried and acquitted for the murder of one ASHFORD, whereupon a kinsman of the deceased "appealed" THORNTON in the King's Bench, and THORNTON claimed his right by the law of England to trial by battle. The court held that his claim was well founded, but as ASHFORD refused to fight, the appeal was dismissed. Benefit of clergy was a living principle of the law up to the year 1827, when it was abolished by 7 & 8 Geo. 4, c. 28. At this time nearly all felonies were punishable with death. Persons convicted of some of the worst were excluded from the benefit of clergy. With regard, however, to the others, any person who could read might, on conviction for a first offence, claim benefit of clergy; and a person actually in holy orders might claim it, although he had been many times previously convicted. The benefit was the right to be excused from the death penalty. In the early years of the nineteenth century, although a counsel for a prisoner might examine and cross-examine witnesses at the trial, he was not allowed to address the jury on his client's behalf. Counsel for the prosecution, on the other hand, had the fullest opportunity of impressing their views of a case upon the twelve good men. This rule, so grossly unjust to prisoners, appears to have had the effect of compelling counsel for the defence to incorporate suggestions favourable to the prisoner's case in their questions to witnesses, and much ingenuity was shewn in the way in which such suggestions were dragged into an examination. It was not till the year 1836 that this state of things was changed by the Act 6 & 7 Will. 4, c. 114, which recites that "it is just and reasonable that persons accused of offences against the law should be enabled to make their full answer and defence to all that is alleged against them." No one will now deny that it is "just and reasonable," but eminent men had been saying so for a very long time before the Legislature were prevailed upon to remedy the wrong. To many persons now it seems almost as unjust and unreasonable to have debarred the accused person and his wife from giving evidence as witnesses, but no complete remedy was found for this wrong until the century was almost within two years of its end.

But if the law was unjust to accused persons in some directions, it was absurdly favourable in others. Thus, justice was constantly defeated because of the excessive observance of form in the drawing of indictments. The courts had no power to amend indictments, and almost any variation between the wording of the indictment and the facts proved was fatal to the prosecution. For example, if a prisoner were indicted by the name of RICHARD JAMES SMITH, and it was proved that his name really was JAMES RICHARD SMITH, this misplacement of his names was a misnomer, and pleadable in abatement, although the misnomer was utterly immaterial to the real merits of the case. This extraordinary state of things continued to a more or less aggravated extent till 1851, when very wide powers were given to the judges of amending indictments where variations were proved of a kind which do not go to the merits of the charge. The Act by which this improvement was made (14 & 15 Vict. c. 100) recites that "offenders frequently escape conviction on their trials by reason of the technical strictness of criminal proceedings in matters not material to the merits of the case." A great many more offenders escaped conviction, probably, because of the barbarous severity of the punishments inflicted for comparatively trifling crimes. Death was the penalty for numberless offences, and no doubt humane jurymen acquitted many a guilty man in the teeth of the evidence rather than send him to the gallows for some paltry theft. Pocket-picking was a capital felony up to the year 1808, and many larcenies were capital up to 1832. This severity almost certainly led to many murders and other crimes of violence. A man can only be hanged once, and so if in 1830 a man were caught in the act of stealing a lamb, there was no inducement to him to refrain from killing his captor in order to escape. In fact, if he were to be hanged if he went quietly, there was the strongest inducement to him to commit murder, as he might better his condition thereby, but could hardly make it worse. The pillory was in use for many of the earlier years of this century, and it is of some interest to note that the Act of Parliament which abolishes the pillory as a legal mode of punishment was one of the first batch of Bills which ever received Her Majesty's assent. This was a cruel and barbarous punishment for any person of refinement, but it probably had small terrors for the sturdy vagrant. Transportation, which was often a very awful punishment, and which was liable to gross abuse at the hands of those who administered it, was not abolished until 1867.

But, whatever were the horrors connected with the condition and treatment of convicts in Australia, the condition and treatment of prisoners in English prisons was almost as bad. No greater contrast can exist than the state of a prison in 1800 and that of a prison in 1900. Instead of the cleanliness, orderliness, discipline, and strict supervision of officials which now prevails, we read of wretched beings herded together in great numbers, filthy and half-starved, sunk in vice and misery, and cruelly ill-treated by their gaolers. It is greatly owing to the labours of that devoted woman Mrs. FRY that this lamentable state of things was changed. But even after her labours had yielded an abundant harvest of beneficial change, much

remained in the management of our county prisons which was open to grave objection. This was chiefly due to the fact that each of these prisons was under local control, and there was, therefore, no uniformity in the arrangements. In one prison the rules were unreasonably stringent, the labour was heavy, the treadmill was always fully occupied, and punishments were frequent and severe. In an adjoining county perhaps the rules were just as unreasonably lax, the hard labour was a mere farce, and the discipline was so loose that the gaol ceased to have any terror for the local criminal. The Prisons Act, 1877, has, however, now altered all that, and prisons have by that Act been transferred to the Home Secretary and put entirely under his control. Uniform rules are now applicable to all, and all officers are appointed by the Home Secretary and act under his instructions.

Whatever punishment can do, however, to restrain crime, much more can be done by increasing the chances of detection. At the beginning of the century a clever criminal had the best possible chance of escaping the consequence of his misdeeds, as no organised police system existed. There were, of course, constables, and had been for centuries before, but they were of little use for any purpose of restraint, and in London their numbers were so small in comparison with the population as to be of little value for any purpose. At night the streets of the metropolis were guarded by watchmen, generally old men and very often infirm, who were so miserably paid that no doubt a great number of them systematically took bribes not to see the very things they were supposed to look out for. It is hard to realise the fact that the Metropolitan Police had no existence till 1829, and that they are an older body than the police of any other district. They were called into existence by 10 Geo. 4, c. 44, which recites that "offences against property have of late increased in and near the metropolis; and the local establishments of nightly watch and nightly police have been found inadequate to the prevention and detection of crime by reason of the unfituess of the individuals employed, the insufficiency of their number, the limited sphere of their authority, and their want of connection and co-operation with each other." This Act, which was due to Sir ROBERT PEEL, founded the Metropolitan Police, under the control of the Home Secretary. In later years the system developed in London was copied in other districts by the formation of similar bodies of police under local authorities. It was not, however, until 1856 that it was made obligatory upon county and borough authorities to establish a police force, and in that year there were fourteen English counties and eight Welsh in which the parish constable was still the only officer of the law of the policeman class. There can be little doubt that as the police organization became more perfect crime diminished. The statistics, however, shew a brisk increase in the number of persons tried on indictment, due, no doubt, not to an increase in the number of offences committed, but to the fact that a much larger proportion of offenders were detected. Thus in the year 1805 there were 4,605 persons committed for trial, while in 1854 there were 29,359. A great number of these were, however, for most trifling offences.

In 1855 the Criminal Justice Act was passed, which gave justices in petty sessions power to deal with many trifling charges which previously could only be tried on indictment. More recent Acts, notably the Summary Jurisdiction Act, 1879, have further augmented this power. The result is that in 1897 the number of persons committed for trial was reduced to 11,215, whilst the number tried summarily was more than three times as great.

The improvement in the principles of the criminal law have, of course, been numerous and important during the last hundred years. Some degree of cure has been found for the crudity of the common law, the complexity and technicality of the rules derived from it by interpretation, and the wide diffusion of the statute law through a multitude of Acts. In 1861 a partial attempt was made to codify the law, and 106 Acts of Parliament bearing on the subject were repealed. The present condition of the law is, however, no subject for boasting, and much remains to be done before it is purged of many and flagrant faults. To-day reference has to be made to at least a dozen different statutes on the subject of larceny alone.

Is it too much to hope that Parliament may soon again turn its attention to the subject of a criminal code, and that next time its labours will not be as abortive as in the past? The Code of India, drawn by eminent English lawyers and largely founded on English law, may serve as a model of what we require. The experience of its working ought to be of vast assistance in the compiling of a similar work for England. There is no likelihood of the nineteenth century seeing the long-expected improvement; but surely we may reasonably hope that it will be effected before the twentieth century is very old.

REVIEWS.

COSTS.

GUIDE TO THE PREPARATION, DELIVERY AND TAXATION OF BILLS OF COSTS, WITH PRECEDENTS OF BILLS OF COSTS IN ALL THE DIVISIONS OF THE HIGH COURT OF JUSTICE, &c., AND NOTES AND DECISIONS THEREON (PRIDMORE). TENTH EDITION. By CHAS. W. SCOTT, assisted by E. G. BOX, both of the Chancery Taxing Office, Royal Courts of Justice. Waterlow & Sons (Limited).

The ninth edition of this work, which was published in 1891, having been exhausted, and the changes and additions since its issue in both the law and the practice relating to solicitors' costs having become so numerous, a new edition of "Pridmore" was really a necessity, and in its preparation Mr. Scott has had the assistance of Mr. Box. It is evident that great care has been bestowed upon the new edition with a view to making it complete and reliable. A large part of the work has been re-written and all has been carefully revised, re-arranged, and brought up to date. In addition to dealing with the preparation of bills of costs, the work now claims to be a guide to their delivery and taxation, with directions as to obtaining reviews of the taxing-masters' decisions.

The work has grown considerably in bulk. The new edition, besides increasing the size of the paper by an inch each way, gives about 650 pages additional. The index to the cases cited shews four times the number, and the general index has leapt from 80 pages to 520. The extracts from the Judicature and other Acts affecting the subject of costs, and the decisions thereunder, are a new feature. There have been included all the principal Acts, or sections of Acts, which relate to the allowance of costs or to taxation: in particular, we notice sections of the Solicitors Act, 1843, relating to delivery and taxation; the Solicitors Act, 1870; certain Acts regulating taxations of Parliamentary costs; the Mortgagees Legal Costs Act, 1895; and the more important sections of the Land Clauses Acts. Many orders and rules have been added, and all have been arranged in such a manner that each part now contains the Acts and rules which relate to it. The Land Transfer Rules, so far as they concern costs, are also quoted, and tables of charges by commission have been prepared, shewing at a glance the remuneration chargeable based on the amount of the consideration. The precedents have been revised, re-arranged, and largely supplemented; for instance, the 66 Chancery precedents in the last edition have been increased to 91, the 10 Lunacy to 19, the 13 non-contentious Probate to 18, the 19 Bankruptcy to 22, and the 19 County Court to 58. The editors have thought fit to do away with the higher scale column in those relating to the Chancery Division, charges on that scale being now inserted only where they differ from the lower; they will be found in brackets and preceded by the letters H. S. In these days, when higher scale bills are becoming more and more rare, it will doubtless be agreed that the editors have acted wisely in thus utilizing space.

The important decisions since the last edition as to both law and practice, so far as we have tested the matter, appear to be noted; in particular with reference to the Solicitors Acts, 1843 and 1870, and the Remuneration Order of 1881. Taking, for example, the conveyancing branch, we notice those of *Re McGarel* (45 W. R. 321; 1897, 1 Ch.), which laid down that a solicitor is not entitled in respect of a lease, or an agreement for a lease, where the annual rent exceeds £100, to charge any percentage on fractional amounts of £100 in the rental; *Re Negus* (43 W. R. 68; 1895, 1 Ch. 73), which decided that, in the absence of agreement to the contrary, a lessee is entitled to deduct from the lessor's solicitor's scale fee the costs of the counterpart; *Savery* v. *Enfield Local Board* (42 W. R. 33; 1893, A. C. 218), deciding that the scale fees provided in Schedule I., Part II., in respect of leases cover not only preparing, settling, and completing the lease and counterpart, but also the costs of all negotiations which have led to the same; and *Re Furber* (1898, 2 Ch. 538), which decided that the fee for negotiating a loan applies to all cases of loans on mortgage and is not confined exclusively to those on freehold, leasehold, and copyhold properties.

Auctioneers' fees are now dealt with by a separate appendix, giving the approved scales of professional charges, including one in respect of property taken under compulsory powers.

The edition strikes us as being well prepared and worthy of the confidence of the profession. Purchasers should note their copies with regard to the recent Supreme Court Rules, which were published in the SOLICITORS' JOURNAL for the 7th of October last.

BOOKS RECEIVED.

The Excise Laws. A Practical Arrangement of the Laws Relating to the Excise and to the Stamp Duties on Cards and Medicines, together with the Acts relating to Licences Granted by Justices, with Notes, Table of Cases, Statutes, &c., and also Tables of Duties, including Duties of Customs. By NATHANIEL J. HIGHMORE, Barrister-at-Law, Assistant Solicitor of Inland Revenue. Second Edition. In Two Volumes. Her Majesty's Stationery Office. Price 30s.

CORRESPONDENCE.

THE COURT OF APPEAL.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad to know whether any of your contributors are aware of any rule of court or custom which allows or sanctions judges of the Court of Appeal clipping the last day of the Michaelmas Sittings.

I was under the impression that the Court of Appeal was overworked, and I presume that the extra day's holiday is necessary in consequence of this; but it seems unfortunate that this holiday should be taken when one member of the Court of Appeal has not been sitting for months, and the work is certainly very much in arrear. E. T. HARGRAVES.

3, Abchurch-lane, London, E.C., Dec. 27, 1899.

CASES OF LAST SITTINGS.

Court of Appeal.

MERSEY DOCKS AND HARBOUR BOARD *v.* **ASSESSMENT COMMITTEE OF BIRKENHEAD UNION.** No. 1. 24th Nov. and 11th Dec

POOR RATE—ASSESSMENT—MODE OF—LAIRAGES—EVIDENCE OF AVERAGE RECEIPTS AND EXPENDITURE.

This was an appeal from a judgment of Lawrance and Channell, JJ., on a special case stated by the recorder of Birkenhead on an appeal brought by the Mersey Docks and Harbour Board to the quarter sessions of Birkenhead against a rate made by the rating authority for the township of Birkenhead. The appeal was from a poor rate made in respect of lairages at Woodside and Wallasey owned and occupied by the Mersey Docks and Harbour Board. The appellants were assessed at £24,056 gross estimated rental, and at £21,651 rateable value. The lairages consisted of buildings used for the reception and slaughter of cattle, and for the preservation of carcases. In the course of the hearing of the appeal, the respondents tendered in evidence accounts made up from the books of the appellants, shewing receipts and expenditure of the appellants for the three years ending the 1st of July, 1896, and the averages thereof. The appellants objected to the admission of such evidence, but the recorder held such evidence admissible. The question between the parties turned upon the principle applicable to the assessment of a tenement used for carrying on the business of a lairage. The appellants contended that the assessment should be based upon the structural value of the building plus the value of the land, as in the case of an ordinary warehouse. The respondents contended that the assessment should be based upon the actual average receipts and expenditure in the conduct of the business of a lairage. The recorder was of opinion that it was not possible to ascertain what a tenant would give for the occupation of the tenement by merely considering the structural value of the buildings and the value of the land, or otherwise than by investigation of the actual average annual receipts and expenditure involved in carrying on the business of a lairage. He did not assess the rate upon the profits of the tenant, but he used them, together with other evidence, to test the values given by the appellants and respondents respectively. Having taken into consideration all the evidence before him, he came to the conclusion that the gross value given by the respondents was too low, but he felt that he had no power on the appeal to put it up. He therefore accepted the value as the nearest to the true gross value he could arrive at, and proceeded to determine the amount of the deductions to be made therefrom in order to arrive at the net annual value by a consideration of the evidence before him. The recorder found the following facts: (1) The tenements subject to assessment were capable of separate beneficial occupation apart from their connection with the rest of the appellants' property. (2) Their value was enhanced by their proximity to and connections with the docks and rails belonging to the appellants. (3) There were tenants other than the appellants available for the occupation of the tenements for the purpose of carrying on the business of a lairage. (4) There were no similar tenements in the neighbourhood with which a comparison could be made. The recorder then found alternative rentals and rateable values, which he stated. The questions for the opinion of the court were: (1) Whether the accounts referred to above were properly admitted. (2) Whether the principle adopted by the recorder was correct. The Divisional Court affirmed the decision of the recorder and gave judgment for the respondents. The appellants now appealed to the Court of Appeal.

THE COURT (A. L. SMITH, COLLINS, and VAUGHAN WILLIAMS, L.JJ.), having taken time to consider, dismissed the appeal.

A. L. SMITH, L.J., in the course of a written judgment, said: The first question is whether the published accounts of the Mersey Docks and Harbour Board in relation to their receipts and expenditure in conducting the lairages of which they are occupiers were rightly received in evidence upon the hearing of the appeal at quarter sessions brought by the appellants, the Mersey Docks and Harbour Board, against an assessment of their lairages to the poor rate; and the second is whether the principle adopted by the recorder in arriving at the rateable value of the lairages as appears upon the special case is correct. The recorder states that he did not assess the rate upon the profits of the tenant, but that he used them, together with other evidence, to test the value given by the appellants and respondents respectively. [After stating the material facts found by the recorder, the learned Lord Justice said:] It is manifest that the rental value of these lairages cannot be ascertained by adopting the ordinary method—viz., by comparing that hereditament with other similar hereditaments in the neighbourhood. It was therefore necessary to take the structural value of the buildings and the value of the land upon which they stand, and to calculate what would be the interest upon the capital sum which would have to be expended if the occupier had become the purchaser and not the tenant. But suppose, as in the present case, in addition to the rent which a tenant might ordinarily be likely to give, there is a capacity in the hereditament itself of making a profit not personal to the tenant, but which is attached to the hereditament, why is not this capacity to be considered as an element when seeking to ascertain what the hypothetical tenant would be likely to give by way of rent? There is, as it seems to me, no reason whatever why this capacity attached to the hereditament itself should not form an element in the consideration. For the reasons above I am of opinion that in this case the accounts of the Mersey Dock and Harbour Board were rightly received in evidence by the learned recorder and that he was right when he took evidence of the structural value of the buildings and land and also admitted in evidence the receipts and expenditure of the lairages for the past year, each, in my judgment, being elements fit for his consideration when ascertaining as best he could what rent the hypothetical tenant from year to year would be likely to give for the lairages. He did not take the profits as the basis whereon to assess the rateable value and then add thereto the structural value, but he took evidence of the profits merely to test the values given by the appellants and respondents respectively. For these reasons I think that the judgment of my brothers Lawrance and Channell must be affirmed, and this appeal dismissed with costs.

COLLINS and VAUGHAN WILLIAMS, L.JJ., delivered written judgments to the same effect. Appeal dismissed.—COUNSEL, *Marshall*, Q.C., *Horridge*, and *H. Marshall*; *Pickford*, Q.C., *Tobin*, and *R. M. Montgomery*. SOLICITORS, *Rowcliffes, Rawle, & Co.*, for *A. T. Squarey*, Liverpool; *J. & E. H. Scott*, for *Thompson, Hughes, & Mathison*, Birkenhead.

[Reported by E. G STILLWELL, Barrister-at-Law.]

High Court—Chancery Division.

JOHN BROTHERS ABERGARW BREWERY *v.* **HOLMES.** Kekewich, J. 12th and 13th Dec.

COVENANT—"TIED" PUBLIC-HOUSE—COLLATERAL SECURITY FOR MORTGAGE—EFFECT OF REDEMPTION—OMISSION OF "SUCCESSORS"—ASSIGN AND SUB-LESSEE—SUPERIOR TITLE.

By an indenture of mortgage dated the 24th of September, 1891, J. Jenkins assigned to certain mortgagees therein mentioned certain leasehold premises called the Tondu Arms Hotel for the residue of a term of eighty years (less the last ten days thereof) in order to secure the repayment of £1,000. By a second indenture of mortgage also dated the 24th of September, 1891 (but expressed to be made subject to the first indenture of mortgage above mentioned) the said J. Jenkins assigned the Tondu Arms Hotel for the residue of the said term of eighty years (less the last ten days thereof) to Morgan John and William John (trading in co-partnership as John Brothers as brewers and wine merchants) in order to secure the repayment of £550. By a deed of covenant, also dated the 24th of September, 1891, the said J. Jenkins, in consideration of the said sum of £550, covenanted with the said John Brothers, their executors, administrators, or assigns, that he, the said J. Jenkins, his executors, administrators, and assigns, for so long as he or they should continue in possession of the Tondu Arms Hotel, did thereby bind the said hotel to the said John Brothers for an entire supply for consumption of certain beers at certain prices therein more particularly mentioned. Prior to the 22nd of September, 1896, the mortgage security for £1,000, above mentioned, became vested in a manner which did not appear at the hearing of the action in a certain John Thomas; and the leasehold interest in the Tondu Arms also became vested (subject to the two above-mentioned indentures of mortgage) in a certain Evan Thomas. By an indenture of underlease, dated the 22nd of September, 1896, the said John Thomas "demised," and the said Evan Thomas (therein described as the "lessor") "demised and confirmed" the Tondu Arms to the defendant for a term of nine years from the 22nd of September, 1896. It was not denied that the defendant had full notice at the time of his taking

his underlease of the deed of covenant of the 24th of September, 1891. The plaintiff company was incorporated on the 20th of June, 1895, and by an indenture of the same date the mortgage security for £550, already mentioned, was transferred to the plaintiff company. The defendant continued to purchase his beer from the plaintiff company till November, 1898, but then ceased to do so. On the 22nd of March, 1899, due notice was given to the plaintiff company, on behalf of the defendant, of an intention to pay off the said mortgage debt of £550. On the 27th of April, 1899, the plaintiff company commenced the present action to restrain the defendant from selling beer at the Tondu Arms other than that supplied him by the plaintiff company. By his defence delivered the 14th of July, 1899, the defendant pleaded (*inter alia*) that he was ready and willing to pay off the said mortgage of £550. On the 22nd of September, 1899, the sum of £550 was tendered to the plaintiff company on behalf of the defendant, and refused by them. No action for redemption had been commenced on behalf of the defendant. On behalf of the defendant it was contended (1) that he was only bound (if at all) by the terms of the covenant of the 24th of September, 1891, to purchase his beer from "John Brothers," and that "John Brothers" was no longer in existence: *Clegg* v. *Hands* (38 W. R. 433, 44 Ch. D. 503), *White* v. *Southend Hotel Co.* (45 W. R. 434; 1897, 1 Ch. 767), *Doe d. Calvert* v. *Reid* (10 Barn. & Cress. 849); (2) that the defendant was not an "assign" within the meaning of the covenant, because (*a*) he was a sub-lessee, and therefore not bound, even though he took with notice: *Bryant* v. *Hancock* (1898, 1 Q. B. 716; 1899, A. C. 422); (*b*) he derived his title through J. Thomas, whose estate was prior to the mortgage for £550: *Roche* v. *Wadham* (6 East 289); (3) that the plaintiff company had no right to ask for an injunction after refusing the defendant's offer to redeem. On the other hand it was contended on behalf of the plaintiff company (1) that the covenant must be read as part of the mortgage, and that its benefit must be taken to pass to all those who from time to time had the benefit of the mortgage security; (2) (*a*) that *Hall* v. *Ewin* (36 W. R. 84, 37 Ch. D. 74) shewed that the doctrine of *Tulk* v. *Noxhay* (2 Ph. 774) was applicable even in the case of a sub-lessee, (*b*) that under section 18 of the Conveyancing Act, 1881, John Thomas could make a lease valid against all comers only when in possession.

KEKEWICH, J.—The defendant could now be held to his offer to redeem, and under those circumstances I do not see my way to grant a simple injunction. I might, no doubt, make a complicated order, somehow to the effect that the injunction was to issue if the defendant had not redeemed by a specified day. In order, however, to do justice in the matter of costs, I think it better to look more closely into the position of the parties in the light of the other contentions raised. (1) The covenant is contained in a separate deed; but it is contemporaneous with, and must be read with, the mortgage. I think it of no importance that in this case the word "successors" has been omitted. It is possible, in its absence, from other circumstances, to arrive at the same inference as is deducible from its presence. Here I find that the £550 was advanced out of the partnership account; that "John Brothers" was a firm of brewers; and that it was intended that the hotel in question should be "tied" to that firm. I think, accordingly, that the benefit of the covenant was intended for whoever from time to time should be in possession of that business. (2) *Bryant* v. *Hancock* does not mean that "assign" necessarily excludes "sub-lessee." In each case it is a question of construction, and in this case I am of opinion that, on the true construction of this covenant, it is intended to bind as far as possible anyone and everyone claiming under J. Jenkins. As to the contention that the defendant is "in," not through Evan Thomas, but through John Thomas, that is the most difficult question of all. Under section 18, sub-section 1, of the Conveyancing Act, 1881, this sub-lease would have been perfectly good if made by Evan Thomas alone; under sub-section 2 it would not have been good as against Evan Thomas if made by John Thomas alone, since the latter was not in possession. The lease, however, as a matter of fact, is made by both together. We find that John Thomas is expressed to "demise" and that the "lessor," Evan Thomas, is expressed to "demise and confirm." Certainly it is strange conveyancing that the so-called "lessor" should be put second. *Roche* v. *Wadham*, however, shews us that it is immaterial who is called "lessor" – that the question is under which title is the better lease made in the eye of the law. The defendant is then bound to claim under his superior title. As to that there can be no doubt—the better title is through Evan Thomas. As a result I am against the defendant on every point except the first. Owing to that first point, however, I am obliged to refuse an injunction, but I shall make no order as to costs.—COUNSEL, *Warrington*, Q.C., and *Edward Ford*; *P. O. Lawrence*, Q.C., and *S. T. Evans*. SOLICITORS, *Wrentmore & Sons*, for *H. S. Stockwood*, Bridgend; *Smiles & Co.*, for *T. H. Belcher*, Cardiff.

[Reported by J. E. MORRIS, Barrister-at-Law]

Re **THE GUTTA PERCHA CORPORATION (LIM). THORNTON** *v.* **GUTTA PERCHA CORPORATION.** Byrne, J. 9th Dec.

PRACTICE—SUMMONS FOR DIRECTIONS—ACTION DIRECTED TO COME ON WITHOUT PLEADINGS—EVIDENCE—R.S.C., XXX.

This was a short cause. The master on a summons for directions directed this cause to come on without pleadings, and no directions were given as to evidence.

BYRNE, J.—In a case of this kind it seems to me that the proper course is to direct this matter to come on, if both parties consent, on affidavit evidence, but if not, a statement of claim must be served.—COUNSEL, *Leavitt, Q.C.*; *Clauson*. SOLICITORS, *Lawrence & Webster*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

BARSHT *v.* **TAGG.** Cozens-Hardy, J. 15th Dec.

VENDOR AND PURCHASER—LIABILITY FOR EXPENSES ON PROPERTY AFTER CONTRACT—EXPENSE OF SANITARY WORK ORDERED BY VESTRY—PUBLIC HEALTH (LONDON) ACT, 1891 (54 & 55 VICT. C. 76), SS. 4, 141—CONDITION THAT VENDOR MAY RECEIVE RENTS UP TO ACTUAL COMPLETION.

Action for specific performance. The plaintiff was the purchaser from the defendant of three leasehold houses in London let to weekly tenants under conditions of sale expressly entitling the vendor to receive the rents between the 11th of August, 1898, the day named therein for completion, and the day of actual completion of the purchase or interest at £6 per cent. per annum at his option. The purchase was not completed on that day. After that day, and after acceptance by the purchaser of the title, but before completion, the vestry served notices for certain works to be done on the premises, which works were done by the defendant at a cost of £24 17*s.* 3*d.* The question in the above action was whether the plaintiff or the defendant ought to bear this expense. The conditions contained the usual provisions for apportionment of outgoings before the 11th of August, 1898, but no provision as to how any subsequent outgoings were to be borne.

COZENS-HARDY, J.—I think it is settled law that, in the absence of any stipulation on the subject, the vendor must bear all expenses and outgoings of property sold down to the time when a good title was first shewn, so that the purchaser could prudently take possession, and as from that time all such expenses and outgoings must be borne by the purchaser: see *Carrodus* v. *Sharp* (20 Beav. 56). The sum in question is an "outgoing" to which this principle would be applied: see *Tubbs* v. *Wynne* (1897, 1 Q. B. 74, 45 W. R. Dig. 168). As the title was accepted on or before the 11th of August, I think that, in the absence of any stipulation, the plaintiff would have been entitled, on the one hand, to the rents and profits as from that date; and, on the other hand, would have been bound to repay the sum which the defendant has paid in respect of these outgoings. The question which I have to decide is whether to any, and if so what, extent the position of the parties is altered by the express stipulation contained in condition 3. Now that condition distinctly provides that, if completion takes place on the 11th of August, all rates, taxes, and outgoings are to be apportioned, and that the purchaser is to pay to the vendor an apportioned part of the current rents which have not yet been received, but which in due course the purchaser will receive from the tenants. If, however, the purchaser is not ready to complete on that day, what is to happen? It is clear that the vendor must remain in possession until completion, and it seems to me that an option is given to the vendor. He may say, "You must pay me 6 per cent. interest, and I will account to you for the rents and profits since the 11th of August"; or he may say, "I have in my pocket a certain sum which I have received from tenants since the 11th of August. I will keep that sum and make no claim against you for interest." I do not think that, in that event, he can require the purchaser to make any payment in respect of the apportioned part of the current rents. He can only retain so much of the rents and profits as he has in fact received up to the actual completion. Is there anything in this condition to relieve the plaintiff from the obligation to discharge the outgoings? I think not. I cannot regard the second sentence of the condition as simply making the first sentence applicable to the actual date of completion whenever it may be. There are not in it any words about outgoings or apportionment, and I think it would be wrong to insert them by implication. I may observe that in Key and Elphinstone's Precedents the words "less outgoings" are expressly added. The result is that I think the plaintiff is not entitled to specific performance except on the footing of paying to the defendant, in addition to the balance of the purchase-money, the sum of £24 17*s.* 3*d.* I presume the plaintiff elects ts complete on that footing.—COUNSEL, *Buckmaster*; *Eve*, Q.C., and *Earle*. SOLICITORS, *Harris & Chetham*; *Edward Betteley*.

[Reported by J. F. WALEY, Barrister-at-Law.]

HEXTER *v.* **PEARCE.** Farwell, J. 13th and 14th Dec.

LEASE OF UNDIVIDED MOIETY OF MINERALS—SPECIFIC PERFORMANCE—IMPRACTICABILITY.

Action for specific performance of an agreement for a lease of the china clay and other minerals contained in an undivided moiety of lands near Teignbridge, in the county of Devon. The plaintiffs claimed that the defendants P. W. Pearce and his wife had made on the 11th of May, 1896, an agreement to let the china clay and other minerals in or upon their moiety of the lands in question to the plaintiffs as from the termination of the lease held by the defendant Wilkinson, who was also the lessee of the china clay in the other moiety of the lands, and purported to have received a lease of the moiety in question dated March, 1898, which he set up against the plaintiffs' lease. For the plaintiffs it was argued that a tenant in common could do all that an owner could do. To give only damages would be to give a tenant in common a right which a tenant of the entirety had not. It was now settled that specific performance was the appropriate remedy for the breach of a contract relating to land. Though there was no case in which specific performance of an agreement for letting an undivided moiety of lands had been granted, yet *Burrow* v. *Scammell* (30 W. R. 310, 19 Ch. D. 175) and *Porter* v. *Lopes* (7 Ch. D. 358) were similar cases. The defendants replied that even if there were sufficient clay for both parties, yet the mine was one which could not be satisfactorily worked in common. The proper remedy in this case would be damages. The only result of a decree for specific performance would be to give rise to another action for partition. The court should hesitate before making a decree which could only lead to further litigation.

FARWELL, J., after stating that in his opinion there was sufficient clay for both parties to the case, said: In my opinion this is a case in which I

ought to give specific performance. I cannot presume that the defendant Wilkinson intends to act unreasonably, and if I could that would be no reason for refusing specific performance. The order must go against the defendant Wilkinson, because he set up a lease giving him the entirety, and has failed.—COUNSEL, *Warmington*, Q.C., and *Badcock*, Q.C.; *Vernon Smith*, Q.C., and *Ward Coldridge*; *T. L. Wilkinson*. SOLICITORS, *Crowders & Vizard*, for *Windeatt & Windeatt*, Totnes; *Mann & Crimp*, for *T. & J. Hutchings*, Teignmouth.

[Reported by J. F. ISELIN, Barrister-at-Law.]

POWELL *v.* **POWELL.** Farwell, J. 24th, 27th, 29th, 30th Nov.; 1st and 2nd Dec.

UNDUE INFLUENCE—VOLUNTARY SETTLEMENT—FIDUCIARY RELATION—INDEPENDENT ADVICE—SOLICITOR ACTING FOR BOTH PARTIES.

The plaintiff was absolutely entitled to a certain sum of money under her parents' marriage settlement on attaining twenty-one. Acting under the advice of her step-mother, the plaintiff, shortly after coming of age, had executed a settlement in favour of her step-mother and step-brother and sister. The solicitor who prepared this settlement had acted first for the step-mother alone and afterwards for the plaintiff as well.

FARWELL, J., set aside the settlement, holding that for many years it had been well settled that no one standing in a fiduciary relation to another could retain a gift made to him by that other, if the latter impeached the gift within a reasonable time, unless the donee could prove that the donor had independent advice, or that the fiduciary relation had ceased for so long a time that the donor was under no control or influence whatever. The donee must shew (and the onus was on him) either that the donor was emancipated or was placed by the possession of independent advice in a position equivalent to emancipation. A man of mature age and experience could make a gift to his father or mother because he stood free of all overriding influence except such as might spring from piety, but a youth just of age required the intervention of an independent mind and will, acting on his behalf and interest solely, in order to put him on an equality with the matured donor, who was capable of taking care of himself. It was sufficient to refer to *Archer* v. *Hudson* (7 B. 551), *Wright* v. *Vanderplank* (4 W. R. 410; 8 De G. M. & G. 136), and the cases collected in the notes to *Huguenin* v. *Bazeley* (1 White & Tudor's Leading Cases, 247). It was not a question of actual pressure, or deception, or undue advantage, or want of knowledge of the effect of the deed. The mere existence of the fiduciary relation raised the presumption and must be rebutted by the donee. Further, it was not sufficient that the donor should have an independent adviser, unless he acted on such advice. If this were not so, the same influence that produced the desire to make the settlement would produce disregard of the advice to refrain, and so defeat the rule. The real meaning of the rule was that the youth, being in the eye of the court unfit to deal irrevocably with his parent or guardian in the matter, must appoint the adviser to act for him. It was the action resulting from the advice, not action against the advice, that bound the donor. Finally, the donee did not discharge that burden by shewing that his own solicitor had acted for both parties. A solicitor who accepted such a post put himself in a false position; if he acted for both he owed a duty to both to do the best he could for both. But the court required that the donor should be placed in as good a position as if he were in fact emancipated. The solicitor must be independent of the donee in fact and not merely in name, and this he cannot be if he were solicitor for both. Again, his duty was to protect the donor against himself and not merely against the personal influence of the donee in the particular transaction. The necessity for the protection arose in a great measure from the natural bent of mind and will resulting from the relation—*e.g.*, of parent and child—during the impressionable period of youth, and the solicitor did not discharge his duty by satisfying himself simply that the donor understood and wished to carry out the particular transaction. He must also satisfy himself that the gift was one that it was right and proper for the donor to make under all the circumstances, and if he was not so satisfied, his duty was to advise his client not to go on with the transaction and to refuse to act further for him if he persisted. He certainly ought not to go on if he disapproved simply because he thought that someone else would do the work if he did not. The plea that offences must needs come did not exonerate the man by whom the offence came. The more foolish and wilful the conduct of the youthful donor appeared to the solicitor, the less should he give the sanction of his countenance to the gift. It was said that that would prevent some persons who were of age from doing what they would with their own property. The answer was, that they could deal with it, but not irrevocably. It was not the policy of the law to allow the parent to take advantage of his position without giving the child an opportunity of changing his mind within a reasonable time when he had acquired experience and wisdom.—COUNSEL, *Warmington*, Q.C.; *Badcock*, Q.C., and *S. Dickenson*; *B. Davis*, Q.C., and *A. St. J. Clerke*; *Hughes*, Q.C., and *R. F. Norton*; *Johnson Edwards*. SOLICITORS, *W. & W. Stocken*; *C. R. Berkeley, Son, & Haines*; *Horwood & Crossley*.

[Reported by C. W. MEAD, Barrister-at-Law.]

Solicitors' Cases.

WATTS *v.* **HETLEY.** Byrne, J. 9th Dec.

SOLICITOR'S LIEN—CHARGING ORDER—GARNISHEE SUMMONS SERVED BEFORE DEBT DUE OR OWING—VOLUNTARY PAYMENT—SOLICITORS ACT, 1860 (23 & 24 VICT. c. 127), s. 28.

This was a summons in an action of *Watts* v. *Hetley* on the part of Risdon D. Sharp & Symonds, solicitors, for a declaration that the applicants, as the solicitors employed by the plaintiff in the prosecution of the action, were entitled to a charge upon the sum of £50 by an order dated the 8th day of March, 1899, ordered to be paid by the defendant in the action to the plaintiff, less certain sums therein mentioned and the sum of £20 paid by the said defendant to Henry Symonds in repayment of money advanced by the said Henry Symonds for the taxed costs, charges, and expenses of the applicants. The facts of the case were as follow: The action, which was commenced by writ on the 4th of October, 1898, was for specific performance of a contract. On the 18th of February, 1899, the plaintiff took out a summons for a stay of proceedings, and on the 8th of March an order was made "that the defendants do pay to the plaintiff £50 damages" and £8 8s. for costs, less £5 15s. 6d., defendants' agreed costs in a matter therein mentioned, and that all further proceedings, except for enforcing the said terms and this order, be stayed. The plaintiffs not having paid to the applicants the amounts due for costs, the latter took out this summons. The defence to the summons was that on the 1st of March, 1899, the defendant Hetley was served with a garnishee summons, issued at the instance of Elizabeth Ayles, claiming to be a judgment creditor of the plaintiff Watts for £45 13s. 4d. On the day previous Elizabeth Ayles had made an affidavit for leave to sue the garnishee in the county court. On the 8th of March an order was made in the original action of *Watts* v. *Hetley*, whereunder the defendant Hetley was ordered to pay £50 damages and 8 guineas costs, less a sum of £5 15s. 6d. On the 29th of March, 1899, the defendant Hetley paid to Mrs. Ayles £32 7s. 6d. direct in respect of her claim. On the 22nd of April Hetley paid to Watts' solicitors £20 in respect of a charge which Watts had given on the damages to be recovered in respect of money lent.

BYRNE, J.—The first point seems to me to be this: there really was no debt due, owing, or accruing on the 1st of March, when the garnishee summons was served; secondly, the payment actually made was not a payment in accordance with county court rules as a result of garnishee proceedings. The protection given to the garnishee only arises when he has paid under county court proceedings under the rules and an order appears to be necessary to protect him. The lien which a solicitor has, and the right to the charging order under 23 & 24 Vict. c. 127, s. 28, cannot be destroyed by an act which shall operate to defeat his charge or right: *The Paris* (1896, P. D. 32). Further, Mrs. Ayles had notice that the debt which she sought to garnishee was damages recovered in that action, and, of course, the defendant in the action also had similar notice. Consequently, upon the authorities, I think they must be deemed to have had notice of the plaintiff's solicitors' right to a lien. [His lordship mentioned *Shippey* v. *Grey* (28 W. R. 877, 49 L. J. Q. B. 524), *Dallow* v. *Garrold* (33 W. R. 219, 14 Q. B. D. 543), *Cole* v. *Ely* (42 W. R. 505, 561; 1894, 2 Q. B. 180, 350), and summarized the judgments of Stirling, J., in *Ross* v. *Buxton* (38 W. R. 71, 42 Ch. D. 190), where the earlier authorities are collected, and of Sir Robert Phillimore in *The Leader* (17 W. R. 61, L. R. 2 Ad. & Ex. 314), and continued:] The most recent case of all, I think, is the case of *The Paris* before Jeune, P. In that case an action for damage by collision was compromised on the terms that the defendants, the owners of the steamship *Paris*, should pay to the plaintiffs 50 per cent. of the damages sustained by the plaintiffs' vessel, each party to bear their own costs of the action, and the amount of damages to be ascertained by an arbitrator. Prior to the commencement of the action the defendants' solicitors had been pressing the plaintiffs for a settlement of claims of clients of theirs against him and for their own costs when acting for him; and the plaintiff, after the compromise of the action, but before the arbitrator made his award, wrote to the defendants' solicitors that he agreed to their settling the amount due to themselves and to certain named clients of theirs, out of the money coming in from the steamship *Paris*. By his award the arbitrator fixed the sum due from the defendants to the plaintiffs, which with the agreed costs of the reference made a total of £405 11s. 8d., and the defendants' solicitors forwarded to the plaintiffs' solicitors a cheque for a small amount as being the balance out of the above total sum after paying the named clients and themselves. The plaintiffs' solicitors took out a summons under section 28 of the Solicitors Act, 1860, for a charging order. It was admitted there was no collusion, and it was agreed that the award should be treated as a decree. "Held that the plaintiffs' solicitors in the action were entitled to an order charging the sum recovered with the plaintiffs' costs, to be taxed as between solicitor and client, on the ground that the fund recovered by the exertions of the plaintiffs' solicitors was fixed though not worked out at the date of the compromise, and that the subsequent assignment of the fund was void under the statute as being an act done operating to defeat the right of the solicitors to a lien for costs—of which right, by reason of the fund being a sum recovered in the action, the defendants' solicitors and their clients through them were affected with notice." That is the headnote, and it fairly represents the result of that case. Having regard to what is laid down in these three cases, and having regard to the established law that you must impute to persons taking payment or taking a charge upon moneys recovered in an action notice of the fact that there is or may be a lien on the part of the solicitors of the persons so recovering the money, I think that the payment in the present case, having been, as I have held, a voluntary payment, cannot be regarded as a payment under the order of the court, and that, therefore, I am not precluded from giving the applicants the relief sought. There will be a declaration accordingly, with costs for the applicants.—COUNSEL, *Owen Thompson*; *Salter*. SOLICITORS, *Peacock & Goddard*, for *Risdon Sharp & Symonds*, Bournemouth; *Clutton*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

At the last meeting of the Royal Society Lord Justice Romer was ballotted for and elected a Fellow.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. WILLIAM FORSYTH, Q.C., at the age of eighty-one years. He was a son of Mr. Thomas Forsyth, of Liverpool, and was educated at Trinity College, Cambridge. He was called to the bar in 1839, and went the Midland Circuit. In 1859 he was appointed standing counsel to the Secretary of State for India, and held this appointment until 1872. In 1874 he was returned as Member of Parliament for the borough of Marylebone and continued to represent that constituency until 1880. He was the author of many works.

Sir HENRY LONGLEY, K.C.B., Chief Charity Commissioner, died on Christmas Day. He was the son of Dr. Longley, Archbishop of Canterbury, and was educated at Rugby and Christ Church, Oxford. He was called to the bar in 1860, and practised on the Northern Circuit and at the Chancery bar. In 1868 he was appointed a Poor Law Inspector. In 1874 he became third Charity Commissioner, and since about 1885 he has been Chief Charity Commissioner. He was created a C.B. in 1887 and a K.C.B. in 1889.

Lord LUDLOW died on Friday in last week at the age of seventy-one years. He was the third son of the late Sir Ralph Lopes, Bart., of Maristow, Devon, and was educated at Winchester School and at Balliol College, Oxford, where he graduated in 1850 He was called to the bar on the 7th of June, 1852, and for some time practised as a conveyancer and equity draftsman, but in 1857 joined the Western Circuit and speedily acquired an extensive practice. He was appointed Recorder of Exeter in 1867, and was created a Q.C. in 1869. In 1868 he was elected Member of Parliament for Launceston, and continued to represent that constituency until 1874. He was subsequently elected member for Frome. In November, 1876, he was appointed a judge of the High Court of Justice, and in 1885 succeeded Sir Richard Baggallay as a member of the Court of Appeal. As a judge of the High Court Lord Ludlow was courteous, careful, and fairly capable in point of learning and ability, but in the Court of Appeal he failed to make any considerable mark. He resigned his office in 1897, and in the same year was made a peer.

APPOINTMENTS.

Mr. JAMES TISDALL WOODROFFE, barrister-at-law, has been appointed Advocate-General at Calcutta in succession to Sir G. C. Paul, K.C.I.E., who has resigned the office.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

BENJAMIN LEWIS PHILLIPPS and DAVID JOHN DAVIES, solicitors (Phillipps & Davies), Cardiff. June 10. [*Gazette*, Dec. 12.

EDMUND HENRY ELLIS-DANVERS and VIVIAN ELLIS, solicitors (Ellis & Ellis), 5, Delahay-street, Westminster. Nov. 14. In future such business will be carried on by the said Edmund Henry Ellis-Danvers under the style or firm of Ellis & Ellis. [*Gazette*, Dec. 26.

INFORMATION WANTED.

JAMES BIRCH SHARPE WILLIAMS, DECEASED.—To Solicitors and others.—Wanted, the Will (if any) of the late James Birch Sharpe Williams, M.A., Cantab., who died at the residence of his sister, Miss B. A. B. Williams, of No. 16, Brandram-road, Lee, Kent, on the 1st of December, 1899. The deceased resided within the last few years principally at 6, Royal-crescent, Margate, 11, London-road, and 30, Oaten-hill, Canterbury, and 19, Kensington-crescent, W. Information to be sent to Pedley, May, & Fletcher, 23, Bush-lane, London, E.C., Solicitors.

GENERAL.

Thursday evening's *Westminster Gazette* records the death of Mr. Serjeant Spinks, the last of the surviving serjeants at the English bar, on Wednesday night, at his residence, Brenley House, near Faversham, on his eighty-third birthday.

The death of the Duke of Westminster means, says the *St. James's Gazette*, a handsome windfall for the Chancellor of the Exchequer. The biggest will proved in 1899 was that of Mr. John Gretton, one of the partners in Bass & Co., of Burton. Mr. Gretton's fortune amounted to the colossal figure of £2,833,640. Mr. H. L. Raphael, the city magnate, died worth £1,520,000, whilst among other wills proved for over a million are those of Sir W. Gray, £1,500,000; Baron Ferdinand de Rothschild, £1,488,000; Mr. W. O. Foster, £1,210,000; and Mr. John Nixon, £1,145,000.

A correspondent of the *Times*, says: "There is one consequence of the present war and of the very large numbers of officers that lose their lives which seems hitherto to have escaped attention. I allude to the benefit which the revenue will derive from the death duties levied on the estates which become chargeable many years, in most cases, before the time when in the ordinary course of events this would happen. Is it right that this should be so? Or, rather, is it not right that the estates of those who die in the defence of their country should be relieved from any payment under these duties?"

The judges (Mathew and Wright, JJ.) have fixed the following commission days for holding the winter assizes on the Western Circuit—viz., Devizes, Friday, the 12th of January; Dorchester, Wednesday, the 17th of January; Taunton, Saturday, the 20th of January; Bodmin, Saturday, the 27th of January; Exeter, Monday, the 5th of February; Winchester, Saturday, the 10th of February; Bristol, Monday, the 19th of February. Mr. Justice Wright will go on circuit alone until Exeter is reached, when Mr. Justice Mathew will join him. The judges (Grantham and Phillimore, JJ.) have fixed the following commission days for the winter assizes on the Northern Circuit: Appleby, Wednesday, the 17th of January; Carlisle, Friday, the 19th of January; Lancaster, Thursday, the 25th of January; Manchester, Tuesday, the 30th of January; Liverpool, Wednesday, the 14th of February. Mr. Justice Phillimore will not join the circuit until Manchester is reached.

The following circular has been issued to the members of the legal profession:—

Royal Courts of Justice, Strand, December 21, 1899.

Dear Sir,—The present position of public affairs makes it imperative for every loyal subject of the Queen to consider what he can do to assist the Government in the crisis which has arisen.

It is obvious that the services of the greater part of the Regular forces will be required abroad. Under these circumstances it is imperative that for the purpose of home defence the Volunteer forces of the Crown should be more effective both in number and efficiency. The legal profession has been foremost in days gone by in setting an example in this respect.

We earnestly invite every member of that profession who is not debarred by age or prevented by paramount duty to enrol himself as an active member of the Inns of Court Rifle Volunteers or of some other Volunteer corps.

The names of any gentlemen who are willing to join may be sent to any of the undersigned:

RICHARD E. WEBSTER, Attorney-General.
ROBERT B. FINLAY, Solicitor-General.
EVELYN WOOD, General, Honorary Colonel of the Inns of Court Rifle Volunteers.
S. H. S. LOFTHOUSE, Colonel Commanding the Inns of Court Rifle Volunteers.

The writer of a remarkably outspoken article on "Law in 1899" in the *Times* says: "The House of Lords and that still more august tribunal, the Judicial Committee, have been weakened to the point of danger. Not many years ago, in addition to Lords Watson and Herschell, Lord Selborne sat occasionally in the Lords, and Lord Bramwell and Lord Field, who is happily still with us, were assiduous in attendance. It cannot be said that their places are adequately filled. Lord James is not able to devote much time to his judicial duties, and the three colonial members of the Judicial Committee can, of necessity, only serve intermittently. The appointment of Lord Robertson in succession to Lord Watson was in itself unexceptionable, but for the purpose of hearing Scottish appeals he will be in large measure disabled for nearly three years, as the great majority of appeals are from the First Division of the Court of Session, over which he presided, and the time for appealing is upwards of two years. Of the amazing penuriousness of the Legislature in the vital matter of justice these two great tribunals afford the most striking example. The Appellate Jurisdiction Act, 1876, seriously weakened them, inasmuch as the four paid members of the Judicial Committee under the Act of 1871 have been replaced by only four Lords of Appeal in Ordinary who have to serve both in the Lords and in Downing-street. The Supreme Court of the United States consists of nine judges. Our two final courts have between them only five paid judges—the provision of others being left to chance. Of the volunteers Lord Hobhouse and Sir Richard Couch—the statutory allowance of £800 a year made to the latter being far from equivalent to salary—are the most constant attendants, and each of these public servants, to whom the country owes deep gratitude, is now eighty years old. The result is positive difficulty in always obtaining even the exiguous quorum of three for each court when they sit at the same time. And it may well be doubted whether a House of Lords constituted of the Chancellor, Lord Macnaghten, and Lord Robertson is strong enough to review, as it is now reviewing, decisions in cases which have been heard by Mr. Justice Wright, the Master of the Rolls, and Lords Justices Rigby and Collins. Immediate steps must be taken if the two final courts are to sustain their great reputation."

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Jan. 2.—Mr. J. C. STEVENS, at 38, King st, Covent Garden, at 12 30, Fancy Poultry.
Jan. 3.—Roses, Border Plants, Lilies, &c.
Jan. 5.—Scientific and Photographic Apparatus. (See advertisement, this week, p. 4.)

Jan. 4.—Messrs. H. E FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:
To One-fifth of a Legacy of £3,000; lady aged 82, provided gentleman aged 37 survives her. Also to One-fifth of a further £3,000. Solicitors, Messrs. Westhorp, Cobbold, & Ward, Ipswich.
To Sixteen-fortieths of Three Trust Estates, value £12,944, &c. (see fuller particulars). Solicitors, Messrs. Rooke & Sons, London.
To a Moiety of £5,000; gentleman aged 57.
To a Moiety of £14,070, on same life, with policies (see fuller particulars). Solicitor, W. H. Hargrave, Esq., London.

REVERSIONARY LIFE INTEREST of a gentleman aged 46 in Property in Lancashire and Midland Railway Stock, producing £216 per annum; lady aged 66. Solicitors, Messrs. Nash, Field, & Co., London.

POLICIES for £1,200, £1,000, £1,000. Also for £800. Solicitors, Messrs. Emmet & Co., London.

(See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DIRECT COPPER REFINING SYNDICATE, LIMITED—Creditors are required, on or before Feb 9, to send their names and addresses, together with full particulars of their debts or claims, to Mr. Arthur John Williams, 77, Colmore row, Birmingham. Pinsent & Co, Birmingham, solors to liquidator

KILBOURN PATENT REFRIGERATOR CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. D. Eshelby, 24, North John st, Liverpool. Wilson & Cowie, Liverpool, solors for liquidator

LONDON AND NORTHERN BANK, LIMITED—Petn for winding up, presented Dec 20, directed to be heard on Jan 11. Sims & Syms, 70, Queen Victoria st solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10

ORIENTAL AND GENERAL BATH CO OF LEEDS, LIMITED—Creditors are required, on or before Jan 16, to send their names and addresses, and the particulars of their debts or claims, to John Midgley, 12, South parade, Leeds. Scatcherd & Co, solors for liquidator

ROUNDS ACCUMULATOR CO, LIMITED—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. A. Pigram, 70 and 71, Bishopsgate st Within Hillearys, 5, Fenchurch bldgs, solors to liquidator

SHIPLEY WOOLCOMBING CO, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Market st, Bradford. Moseman & Co, Bradford, solors for liquidator

UNLIMITED IN CHANCERY.

NEW BUCKINGHAM AND ADAMS CYCLE CO—Petn for winding up, presented Dec 19, directed to be heard on Jan 11. Indermaur & Brown, 22, Chancery lane, for Webster & Styring, Sheffield, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10

POWER ACCUMULATOR SYNDICATE—Creditors are required, on or before Jan 26, to send their names and addresses, and the particulars of their debts or claims, to Mr. A. Pigram, 70 and 71, Bishopsgate st Within. Hillearys, 5, Fenchurch bldgs, solors to liquidator

London Gazette.—TUESDAY, Dec. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HICKSON PETROLEUM CAN HANDLE CO, LIMITED—Creditors are required, on or before Feb 10, to send their names and addresses, and particulars of their debts or claims, to Frank Rufford Hewlett Parker, 1, Leadenhall st. Beal & Payne, Budge row, solors for liquidator

KENT COLLIERIES CORPORATION, LIMITED—Petn for winding up, presented Dec 15 directed to be heard Jan 11. Ashurst & Co, 17, Throgmorton avenue, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10

LADY CARRINGTON GOLD MINES, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and the particulars of their debts or claims, to Byrne & Co, 81, Gracechurch st

LITTLE JOHN CYCLE CO, LIMITED—Petn for winding up, presented Dec 21, directed to be heard Jan 11. Lee & Watts, 10, New inn, Strand, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 10

MANCHESTER ZINC AND COPPER CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 9, to send their names and addresses, and the particulars of their debts or claims, to Robert Vicars Critchley, 6, St James's sq, Manchester

SUNBURST GOLD MINING CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of debts or claims, to Byrne & Co, 81, Gracechurch st

FRIENDLY SOCIETIES DISSOLVED.

ALLERTON BYWATER FAITHFUL BROTHERS FRIENDLY SOCIETY, Britannia Inn, Allerton Bywater, York. Dec 19

EARL OF LICHFIELD LODGE, INDEPENDENT ORDER OF ODDFELLOWS, Railway Tavern, Lichfield, Stafford. Dec 19

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec 19.

AYLWARD, FRANCIS BURCHER, Winchester Jan 31 F I & J C Warner, Winchester

BANKS, ELIZA, Rochdale Jan 20 Brierley & Hudson, Rochdale

BARNETT, JAMES, Tunbridge Wells Jan 31 Buss, Tunbridge Wells

BELLINGHAM, JOHN LAWRENCE, Hastings Jan 15 Burch, Canterbury

BEW, FANNY, Burslem Jan 18 Hollingshead, Tunstall

BRADSHAW, FANNY LAMB, Bishopstoke, Hants Jan 31 Hunters & Haynes, New sq, Lincoln's inn

BROOKE, MARY ELLEN, St Leonard's on Sea Jan 15 Phillips & Cheesman, Hastings

CASTELEY, CHARLOTTE, Churwell Jan 15 Lupton & Fawcett, Leeds

COLOMB, PHILIP HOWARD, Steeple Court, Botley, Hants, Vice-Admiral (retired) Jan 31 Young & Co, St Mildred's ct

COMER, FREDERICK, Knaresborough, Innkeeper Jan 7 Gilling, Knaresborough

DAVIES, THOMAS, Troedyrhiw, Glam Feb 1 Jones, Merthyr Tydfil

DAWSON-THOMAS, JOHN BLACKWELL, Bath Jan 18 Fussell & Co, Bristol

DE NOVALES, GABRIEL, Libourne, France Jan 16 Rehders & Higgs, Mincing la

DRAKE, JONAS, Penmaenmawr, Carnarvon Jan 16 Farrar, Halifax

DUNCAN, MARY ANN, Dover Jan 23 Lewis & Pain, Dover

EATON, HENRY, Llandudno Feb 3 Eaton, Manchester

GEACH, SAMUEL, St Austell, Cornwall, Farmer Jan 6 Shilson & Co, St Austell

HAMMOND, THOMAS, Handforth, Chester Jan 11 Potts, Stockport

HARBER, JOHN, Tadworth, Surrey Jan 20 Hart & Co, Dorking

HAYCOCK, VINCENT, Higher Broughton, nr Manchester, Innkeeper Jan 31 Taylor & Co, Manchester

HOGGARTH, JOHN, Lancaster, Sharebroker Feb 1 Johnson & Tidy, Lancaster

JEANS, GEORGE, Saint Mary Church, Devon, Yeoman Jan 20 Dymond, Exeter

JONES, MARY ANN, Liverpool Jan 3 Hughes & Hughes, Flint

LANE, HENRY, Nottingham Jan 16 Parr & Butlin, Nottingham

LARSEN, AUGUSTA SOPHIA DOROTHEA, Rickinghall Superior, Suffolk Jan 11 Lyus & Sons, Diss, Norfolk

LLOYD, St Rev DANIEL LEWIS (Bishop), Bangor, Carnarvon Jan 15 Hughes-Pritchard & Rodway, Bangor

LOTHIAN, DAVID, Whitby, York, Master Mariner Feb 1 Woodwork & White, Whitby

MARTIN, FRANCIS, Balham Jan 31 Eagleton & Sons, Chancery la

OVEREND, AGNUS, Cleckheaton, York Jan 22 Clough, Cleckheaton

PAGE JAMES, Hooley Hill, Lancaster, Beerseller Jan 12 Richards & Hurst, Ashton under Lyne

PARTRIDGE, LUCY, Bowbridge, nr Stroud, Glos Feb 1 Witchell & Sons, Stroud

PHILLIPS, ELIZABETH, Yeovil Jan 20 Trass & Enever, Coleman st

POUNDS, ELIZABETH, Southampton Jan 31 F I & J C Warner, Winchester

POUNDS, THOMAS, Northam, Southampton, Master Mariner Jan 31 F I & J C Warner, Winchester

ROOKE, GEORGE ALEXANDER, Barnes Jan 15 Keene & Co, Seething lane

SELTH, CHRISTOPHER THOMAS, Deal, Kent Jan 22 Brown & Brown, Deal

SHAND, GEORGE ALEXANDER, and ELEANOR SHAND, Foots Cray, Kent Jan 31 Marchant, King's Bench walk, Temple

SIMPSON, ROBERT, Heeley, Sheffield Jan 30 Smith, Sheffield

STEWART, LEWIS, Carleton rd, Tufnell Park Jan 26 Hair, King st, Cheapside

SYMONDS, THOMAS, South Woodford, Essex Feb 1 Hillearys, Fenchurch bldgs

TAYLOR, EDWARD, Herne Bay, Kent, Builder Jan 10 Jones, Herne Bay

WATKINS, CLARA, Almondsbury, Glos Jan 30 Gwynn & Masters, Bristol

WELLS, FRANK, Buluwayo, Matabeleland Jan 20 Stammers, Basinghall

WHITWORTH, SPENDING, Wath upon Dearne, York, Brewer Jan 31 Saunders & Nicholsons, Wath upon Dearne

WIGRAM, ALFRED MONEY, Winchester Jan 15 Hunters & Haynes, New sq, Lincoln's inn

London Gazette.—FRIDAY, Dec. 22.

BARLOW, SARAH, Edingley, Nottingham Feb 19 Stenton & Metcalfe, Southwell, Notts

BEASLEY, WILLIAM, Nunhead, Draper Jan 31 Avery & Wolverson, New Cross rd

BENNETT, WILLIAM, Huddersfield Jan 19 Ramsden & Co, Huddersfield

BISDEE, ALFRED HENRY, Somerset March 31 Burroughs & Bisdee, Dartmouth rd, Forest Hill

BLAND, GODFREY D, Washington, U S A Feb 15 Spottiswoode, Norfolk st

BOOTH, HENRY, Southport Feb 21 Drinkwater, Hyde

BRAYZER, JAMES, Ingatestone, Essex, Labourer Jan 23 Ridley, Aldgate High st

BYRNE, ELISA PETRONILA LARIOS, Camberley, Surrey Jan 21 Thompson & Son, Devereux chmbrs Temple

BYTHELL, REGINALD, Newton Abbot, Devon Jan 19 Maddisons, King's Arms yd

CARTWRIGHT, HENRY, Hooley Hill, nr Ashton under Lyne Jan 8 Clayton & Son, Ashton under Lyne

CASSON, FRANCES ELIZABETH, Mundesley, Norfolk Jan 31 Langton, New inn, Strand

CHAMBERS, GEORGE, Guayaquil, Ecuador, Merchant Feb 23 Martin & Co, Liverpool

CHARSLEY, FREDERICK WILLIAM Stoke Poges, Bucks Feb 10 Robins & Co, Lincoln's inn fields

CLAUSEN, HENRY, jun, New York, U S A Jan 31 Burn & Berridge, Old Broad st

CLAY, WILLIAM, Brompton Jan 31 Child & Child, Sloane st

DAUNTON, GEORGE RICHARD, Bristol, Job Master Jan 22 Parry, Bristol

DAVIDSON, JAMES OSWALD, South Shields, Solicitor Jan 31 Davidson & Hick, South Shields

GRANGES, WILLIAM THOMAS, Wakefield Feb 18 Edmondson, Wakefield

GRIFFIN, HARRIET, Dalston Jan 25 Holcombe & Banks, Gt James st

HAYWOOD, THOMAS, Kegworth, Leicester Jan 31 Clifford & Perkins, Loughborough

HOLDEN, ELIZA, Wandsworth Jan 1 Bliss & Fisher, Banbury

HURST, HARRIET ELIZABETH, Nottingham Jan 31 Toynbee & Co, Lincoln

HURST, JOSEPH WILLIAM, Cottenham Park, Wimbledon Jan 15 Aldous & Welfare, Coleman st

JACKSON, WILLIAM, Rhymney, Mon Jan 20 Spencer, Tredegar

JEPSON, OCTAVIUS, Sydenham, Doctor Jan 31 Broomhead & Co, Sheffield

LEE, FREDERICK FAWSON, Salisbury, Surgeon Jan 30 Wilson & Sons, Salisbury

MACKERNESS, Mrs FRANCES, South Norwood Feb 12 Gush & Co, Finsbury circus

MADDY, EDWIN DAVIS, South Kensington, Barrister Feb 6 Field & Co, Lincoln's inn fields

MILLICENT, THOMAS, James st, Old st, Skin Dresser Feb 1 Umpleby, Great James st

MORRIS, FRANCES, Cardigan, Feb 1 Evans & Stephens, Cardigan

PITT, CHARLOTTE, Llangarren, Hereford Jan 26 Davies, Ross

PORTER, MARY JANE, Bexhill on Sea Jan 31 Child & Child, Sloane st

RANDLE, SUSAN, Totnes, Devon Feb 21 Windeatt & Windeatt, Totnes

ROSS, CHARLES, Sheffield, Ironfounder March 1 Alderson & Co, Sheffield

SANDER, HARRIET, Islington Jan 31 Mote & Son, Gray's inn sq

SCHOMBERG, FREDERIC SPENCER, Limpley, Stoke, Wilts Jan 31 Tylee & Co, Essex st

SHARMAN, ELLEN, Worthing Jan 13 Beaumont, Nottingham

SHINN, EDWARD, Phœnix pl, Cold Bath sq, Cab Proprietor Jan 20 Stoneham, St Michael's House, Cornhill

SMITH, OPIE, Withington, Hereford Jan 31 Hardwicke, Gt Malvern

SMITH, THOMAS, Ashford, Kent Jan 15 Hallett & Co, Ashford

SUMMERSELL, HENRY, Shipley, Sussex, Publican Jan 13 Medwin & Co, Horsham

SOPWITH, MATILDA, Ilfracombe Feb 10 Bremridge & Luke, Exeter

STEERE, HENRY LEE, Ockley, Surrey Jan 16 Hart & Co, Dorking

STOKES, WILLIAM, Salisbury Jan 30 Wilson & Sons, Salisbury

STOVELD, GEORGE JOHN TOWNSHEND, Rotherfield, Sussex Jan 22 Martyn & Martyn, New Bridge st

TYSON, EDWARD, Melbourne, Victoria, Warehouseman Jan 25 St Barbe & Co, Delahay st, Westminster

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 22.

RECEIVING ORDERS.

ARKWRIGHT, THOMAS ARTHUR, Ashby de la Zouch, Leicester, Commission Agent Burton on Trent Pet Dec 19 Ord Dec 19

BRADFORD, FREDERICK, Leominster, Saddler Leominster Pet Dec 20 Ord Dec 20

BUTTERFIELD, FREDERICK HENRY, Goldenhill, Staffs, Colliery Fireman Hanley Pet Dec 14 Ord Dec 14

CALLAM, GILLISPICE, Islington, Provision Dealer High Court Pet Nov 29 Ord Dec 18

CHANDLER BROTHERS, Dorset st, Commercial rd, Carmen High Court Pet Nov 1 Ord Dec 19

CHANT, ROBERT STROUD, Trinity st, Southwark, Shorthand Writer High Court Pet Dec 19 Ord Dec 19

COLE, WALTER HORACE, Ilford, Essex, Builder Chelmsford Pet Dec 19 Ord Dec 19

COOKE, JOHN EDWIN, Bromyard, Hereford, Ironmonger Worcester Pet Dec 12 Ord Dec 19

COOMBER, FREDERICK, Plaxtol, Kent, Grocer Tunbridge Wells Pet Dec 20 Ord Dec 20

DAWES, WILLIAM, Wednesbury, Staffs, Carpenter Walsall Pet Dec 18 Ord Dec 18

DUESBERY, JOHN, Goole, Yorks, Stonemason Wakefield Pet Dec 19 Ord Dec 19

FENWICK, JAMES, Brompton on Swale, Yorks, Innkeeper Northallerton Pet Dec 16 Ord Dec 16

GAZZARD, WILLIAM, Tuffly, Glos, Farmer Gloucester Pet Dec 20 Ord Dec 20

GILLOW, HENRY, Greenwich, Tobacconist Greenwich Pet Dec 19 Ord Dec 19

GOWEN, DANIEL, Great Yarmouth, Labourer Great Yarmouth Pet Dec 18 Ord Dec 18

GRANT, JOSEPH EDWIN, Bradford, Butcher Bradford Pet Dec 19 Ord Dec 19

GRIMLEY, JOSEPH, Southport, Journeyman Cabinet Maker Liverpool Pet Dec 19 Ord Dec 19

HALL, FREDERICK WILLIAM, and FREDERICK WALTER WATTS, Newport, Wheelwrights Newport Pet Dec 18 Ord Dec 18

HEADDON, WILLIAM HENRY, Swansea, Confectioner Swansea Pet Dec 16 Ord Dec 16

HEINRICH, JOHN LOUIS, Metal Exchange bldgs High Court Pet Dec 15 Ord Dec 19

HOPKINS, JOSEPH, and ALFRED SMITH, Enderby, Leicester, Boot Manufacturers Leicester Pet Dec 6 Ord Dec 20

HOSKIN, WILLIAM, Bodmin, Cornwall, Butcher Truro Pet Dec 18 Ord Dec 18

HOUSE, CHARLES HENRY, Bournemouth, Boot Maker Poole Pet Dec 18 Ord Dec 18

HURLEY, ALFRED AMBROSE, Greenwich, Licensed Victualler Greenwich Pet Nov 28 Ord Dec 19

JACKSON, ARTHUR GEORGE THOMAS, Leicester, Boot Manufacturer Leicester Pet Dec 18 Ord Dec 18

JENNINGS, HERBERT THOMAS, Greenwich Market, Cutler Greenwich Pet Dec 19 Ord Dec 19

KITCHING, THOMAS, Melton Mowbray, Tobacconist Leicester Pet Dec 19 Ord Dec 19

LEOPOLDINA, HENRY LOWNDES, Count LEOPOLDINA, New Broad st, Company Promoter High Court Pet July 24 Ord Dec 20

LINCOLN, ROBERT, Beeston Regis, Norfolk, Lime Burner Norwich Pet Dec 18 Ord Dec 18

LISTER, WILLIAM and ISAAC BENDLE, Jarrow, Durham, Carting Contractors Newcastle on Tyne Pet Dec 19 Ord Dec 19

MARTIN, EDWARD HANSON, Burnley, Insurance Agent Burnley Pet Nov 29 Ord Dec 18

MOORLEY, HENRY PLEWS, Bolsover, Derby, Miner Chesterfield Pet Dec 18 Ord Dec 18

OWEN & JONES, Liverpool, Builders Liverpool Pet Dec 6 Ord Dec 20

PATTEN, HENRY, Croftdown rd, Highgate rd High Court Pet Nov 2 Ord Dec 20

PEILE, HARRISON, Workington, Painter Cockermouth Pet Dec 19 Ord Dec 19

ROBINS, SYDNEY WILLIAM JOSEPH, Dalston, Doll Manufacturer High Court Pet Dec 18 Ord Dec 18

SIMON, MORRIS, Leeds, Cabinet Maker Leeds Pet Dec 18 Ord Dec 18

THRELFALL, JAMES, Foxfield, Lancs, Teacher of Music Barrow in Furness Pet Dec 18 Ord Dec 18

WAY, SYDNEY HOME TEMPLE, Winchfield, Hants, Farmer Winchester Pet June 14 Ord Nov 20

WEIGHELL, JOHN THOMAS, Sowerby, Thirsk, Grocer Middlesborough Pet Dec 14 Ord Dec 16

WEST, T B, Southall, Baker Windsor Pet Nov 16 Ord Dec 16

WHITTAKER, GEORGE, Alsager, Chester, Grocer Macclesfield Pet Dec 18 Ord Dec 18

WRIGHT, RALPH, South Shields, Bootmaker Newcastle on Tyne Pet Dec 1 Ord Dec 18

WYATT, FRANCIS WILLIAM, Portsmouth, Fried Fish Dealer Portsmouth Pet Dec 19 Ord Dec 19

WYMARK, WILLIAM, Chelsea, Traveller High Court Pet Nov 24 Ord Dec 18

Amended notice substituted for that published in the London Gazette of Dec 12:

MARSH, WILLIAM CORFIELD, Worcester, Butcher Birmingham Pet Nov 23 Ord Dec 8

Amended notice substituted for that published in the London Gazette of Dec 15:

NAISH, FRANCIS HENRY, Bristol, Journeyman Wheelwright Bristol Pet Dec 11 Ord Dec 11

FIRST MEETINGS.

BEYNON, GEORGE, EVAN THOMAS, and WILLIAM REES, Skewen, nr Neath, Builders Jan 2 at 12 Off Rec, 31, Alexandra rd, Swansea

CHANDLER BROTHERS, Dorset st, Commercial rd East, Carmen Jan 1 at 12 Bankruptcy bldgs, Carey st

COLLINS, WILLIAM, Dudley, Grocer Dec 29 at 1 30 Dudley Arms Hotel, Dudley

COOKE, MATTHEW JOHN, Bristol, Builder Jan 3 at 12 Off Rec, Baldwin st, Bristol

DALZELL, WILLIAM, Newcastle on Tyne, Electrical Engineer Dec 29 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

FIRTH, DANIEL, Halifax, Builder Dec 30 at 11 Off Rec, Townhall chmbrs, Halifax

FRENCH, GEORGE HENRY, Batley, York, Tailor Dec 29 at 11 Off Rec, Bank chmbrs, Batley

GALE, E G, Byfleet, Surrey, Builder Dec 29 at 12 24, Railway app, London Bridge

GARDNER, COLIN MACKENZIE, Gt Windmill st, Haymarket Jan 1 at 12 Bankruptcy bldgs, Carey st

GEORGE, WILLIAM JOHN, Fenny Stratford, Bucks, Farmer Dec 30 at 12.30 Off Rec, 1A, St Paul's sq, Bedford

GODFREY, WILLIAM, Totnes, Devon, Tailor Dec 30 at 11 6, Athenæum ter, Plymouth

GREEN, THOMAS, Wolverhampton Jan 2 at 11 Off Rec, Wolverhampton

HARRIS, LLEWELYN, Abercynon, Grocer Dec 29 at 12 135, High st, Merthyr Tydfil

HAWKE, HENRY AYSH, Bradford, Traveller Dec 30 at 11.30 Off Rec, 31, Manor row, Bradford

HEINRICH, JOHN LOUIS, Metal Exchange bldgs Jan 1 at 11 Bankruptcy bldgs, Carey st

HOSKIN, WILLIAM, Bodmin, Cornwall, Butcher Dec 30 at 12 Off Rec, Boscawen st, Truro

IND, WALTER, and JOHN WARREN, Kettering, Stonemasons Dec 30 at 12 Off Rec, 1A, St Paul's sq, Bedford

MANNING, JOHN EDGAR EDGLAND, Plymouth, Saddler Jan 3 at 11 6, Athenæum ter, Plymouth

NAISH, FRANCIS HENRY, Bristol, Journeyman Wheelwright Jan 3 at 12 15 Off Rec, Baldwin st, Bristol

PARTRIDGE, WILLIAM, Mutley, Plymouth, Builder Jan 1 at 11 6, Athenæum ter, Plymouth

ROBINSON, FRANK, Pewsey, Wilts Jan 1 at 12 Bankruptcy bldgs, Carey st

RYAN, JAMES CORNELIUS, Sidcup, Kent, Grocer Jan 1 at 11 30 24, Railway app, London Bridge

SHACKLETON, CHARLES, Keighley, Yorks, Cycle Dealer Dec 30 at 11 Off Rec, 31, Manor row, Bradford

SEDMAN, KIT, Scarborough, Butcher Dec 29 at 11.30 Off Rec, 74, Newborough, Scarborough

SMITH, GEORGE, Wandsworth, Undertaker Dec 29 at 12 30 24, Railway app, London Bridge

SUMPTON, WILLIAM, Shoreditch, Licensed Victualler Jan 1 at 11 Bankruptcy bldgs, Carey st

TRAVIS, DARLEY, Fazakerley, Lancs, Cashier Jan 3 at 3 Off Rec, 35, Victoria st, Liverpool

WEST, T B, Southall, Baker Jan 1 at 3 Room 53, Bankruptcy bldgs, Carey st

WYATT, FRANCIS WILLIAM, Portsmouth, Fried Fish Dealer Dec 29 at 3 Off Rec, Cambridge junction, High st, Portsmouth

ADJUDICATIONS.

ARKWRIGHT, THOMAS ARTHUR, Ashby de la Zouch, Leicesters, Commission Agent Burton on Trent Pet Dec 19 Ord Dec 19

BAGOT, FITZROY, Charlbury, Oxfords High Court Pet Oct 25 Ord Dec 19

BUTTERFIELD, FREDERICK HENRY, Goldenhill, Staffs, Colliery Fireman Hanley Pet Dec 14 Ord Dec 14

CHAPMAN, THOMAS, Sheffield, Jeweller Sheffield Pet Oct 24 Ord Dec 20

CHANT, ROBERT STROUD, Trinity st, Southwark, Shorthand Writer High Court Pet Dec 19 Ord Dec 19

COLE, WALTER HORACE, Ilford, Essex, Builder Chelmsford Pet Dec 19 Ord Dec 19

COOMBER, FREDERICK, Plaxtol, Kent, Grocer Tunbridge Wells Pet Dec 20 Ord Dec 20

CRUMP, JOHN, Wells, Somersets, Saddler Wells Pet Nov 22 Ord Dec 16

DARRELL, HARRINGTON WYNDHAM, Norwich, Doctor of Medicine Norwich Pet Dec 4 Ord Dec 20

DAWES, WILLIAM, Wednesbury, Staffs, Carpenter Walsall Pet Dec 18 Ord Dec 18

DRAKE, PERCY G, HMS "Mars," Portsmouth, Engineer Portsmouth Pet Sept 20 Ord Dec 18

DUESBERY, JOHN, Goole, Yorks, Stonemason Wakefield Pet Dec 19 Ord Dec 19

FENWICK, JAMES, Brompton on Swale, Yorks, Innkeeper Northallerton Pet Dec 16 Ord Dec 16

GAZZARD, WILLIAM, Tuffley, Glous, Farmer Gloucester Pet Dec 20 Ord Dec 20

GILLOW, HENRY, Greenwich, Tobacconist Greenwich Pet Dec 19 Ord Dec 19

GOWEN, DANIEL, Great Yarmouth, Labourer Great Yarmouth Pet Dec 18 Ord Dec 18

GRANT, JOSEPH EDWIN, Bradford, Butcher Bradford Pet Dec 19 Ord Dec 19

GRIMLEY, JOSEPH, Southport, Journeyman Cabinet Maker Liverpool Pet Dec 19 Ord Dec 19

HALL, FREDERICK WILLIAM, and FREDERICK WALTER WATTS, Newport, Mon, Wheelwrights Newport, Mon Pet Dec 18 Ord Dec 18

HEADDON, WILLIAM HENRY, Swansea, Confectioner Swansea Pet Dec 16 Ord Dec 16

HOSKIN, WILLIAM, Bodmin, Cornwall, Butcher Truro Pet Dec 18 Ord Dec 18

HOUSE, CHARLES HENRY, Bournemouth, Boot Maker Poole Pet Dec 18 Ord Dec 18

JENNINGS, HERBERT THOMAS, Greenwich Market, Cutler Greenwich Pet Dec 19 Ord Dec 19

LINCOLN, ROBERT, Beeston Regis, Norfolk, Lime Burner Norwich Pet Dec 18 Ord Dec 18

KITCHING, THOMAS, Melton Mowbray, Tobacconist Leicester Pet Dec 19 Ord Dec 19

BRADFORD, FREDERICK, Leominster, Saddler Leominster Pet Dec 20 Ord Dec 20

MOORLEY, HENRY PLEWS, Bolsover, Derby, Miner Chesterfield Pet Dec 18 Ord Dec 18

PEILE, HARRISON, Workington, Painter Cockermouth Pet Dec 19 Ord Dec 19

ROBINS, SYDNEY WILLIAM JOSEPH, Dalston, Doll Manufacturer High Court Pet Dec 18 Ord Dec 18

ROWSOTHAM W, Teddington Electrical Engineer Kingston, Surrey Pet Sept 22 Ord Dec 16

RYAN, JAMES CORNELIUS, Sidcup, Kent, Grocer Croydon Pet Dec 13 Ord Dec 20

SIMON, MORRIS, Leeds, Cabinet Maker Leeds Pet Dec 18 Ord Dec 18

THRELFALL, JAMES, Foxfield, Lancaster, Teacher of Music Barrow in Furness Pet Dec 18 Ord Dec 18

TOMLINSON, RICHARD, Adam st, Adelphi, Builder High Court Pet July 21 Ord Dec 19

WEIGHELL, JOHN THOMAS, Sowerby, Thirsk, Grocer Middlesborough Pet Dec 16 Ord Dec 16

WHITTAKER, GEORGE, Alsager, Chester, Grocer Macclesfield Pet Dec 18 Ord Dec 18

WYATT, FRANCIS WILLIAM, Portsmouth, Fried Fish Dealer Portsmouth Pet Dec 19 Ord Dec 19

Amended notice substituted for that published in the London Gazette of Dec 15:

NAISH, FRANCIS HENRY, Bristol, Journeyman Wheelwright Bristol Pet Dec 11 Ord Dec 11

London Gazette.—TUESDAY, Dec. 26.

RECEIVING ORDERS.

BEARDER, NELSON MUNDAY, Bradford, Glass Merchant Bradford Pet Dec 20 Ord Dec 20

BUCKLE, CHARLES AMBROSE, Hove, Sussex Brighton Pet Dec 9 Ord Dec 21

BYERS, HENRY, and HENRY DAVENPORT BYERS, Newcastle on Tyne, Brush Manufacturers Newcastle on Tyne Pet Dec 21 Ord Dec 21

COOPER, ALFRED GEORGE, Fulham, Builder High Court Pet Dec 21 Ord Dec 21

COOPER, ALBERT HENRY, Christchurch, Southampton, Labourer Poole Pet Dec 21 Ord Dec 21

DAWE, C J, Lavender hill, Provision Dealer Wandsworth Pet Dec 1 Ord Dec 21

DREWERY, GEORGE DALE, Lincoln, Hairdresser's Assistant Peterborough Pet Dec 21 Ord Dec 21

FELLOWS, OSCAR ALFRED, and JOHN WILSON, Leicester, Boot Manufacturers Leicester Pet Dec 21 Ord Dec 21

FOOT, WALTER, Plymouth, Tailor Plymouth Pet Dec 21 Ord Dec 21

GITTINS, THOMAS, West Felton, Salop, Maltster Wrexham Pet Dec 11 Ord Dec 21

HASKINS, GEORGE HENRY, Staple Hill, Glos, Builder Bristol Pet Dec 21 Ord Dec 21

HOLMES, SAMUEL, York, House Furnisher York Pet Dec 20 Ord Dec 20

HOLT, ALFRED, Altrincham, Coal Merchant Manchester Pet Dec 20 Ord Dec 20

HOPTON, ALFRED JAMES, Preston, Printer Preston Pet Dec 9 Ord Dec 22

HOUSE, WILLIAM BREWER, Prestatyn, Flints, Licensed Victualler Bangor Pet Dec 21 Ord Dec 21

HOWE, ADAM, jun, Buxton, General Carrier Stockport Pet Dec 21 Ord Dec 21

HUGHES, JOHN, Charing Cross, Solicitor High Court Pet Oct 20 Ord Dec 22

MCQUIRK, THOMAS, Bolton, Provision Merchant Bolton Pet Dec 22 Ord Dec 22

MANN, ENOCH, Crewe, Colliery Agent Nantwich Pet Dec 21 Ord Dec 21

ODELL, WILLIAM, Ampthill, Beds, Builder Bedford Pet Dec 21 Ord Dec 21

OWEN, THOMAS ALFRED, Leeds, Painter Leeds Pet Dec 22 Ord Dec 22

PARKER, AGNES AMY MARY HOLME, Reading Reading Pet Dec 21 Ord Dec 21

PARR, THOMAS HERBERT, Leicester Leicester Pet Dec 8 Ord Dec 22

PINDER, ROBERT WALLIS, Lichfield, Cycle Dealer Walsall Pet Dec 20 Ord Dec 20

PODD, RICHARD, Lowestoft, Builder Great Yarmouth Pet Dec 9 Ord Dec 22

ROBERTS, TOM, Saddleworth, Yorks, Grocer Oldham Pet Dec 19 Ord Dec 20

SAINSBURY, YOUNG, Cheltenham, Superintendent of Police Cheltenham Pet Nov 29 Ord Dec 21

TAYLOR, WILLIAM PLUMLEY, Bristol, Poulterer Bristol Pet Dec 22 Ord Dec 22

TOMS, HAROLD WOODMAN, Kensington High Court Pet Nov 29 Ord Dec 21

WALDRON, ROBERT W, Clapham Park rd, Surveyor High Court Pet Nov 9 Ord Dec 21

WALES, C, Walthamstow, Builder High Court Pet Nov 25 Ord Dec 21

WATERS, J W, Upton, nr Acle, Norfolk Norwich Pet Nov 18 Ord Dec 22

WHEELER, WILLIAM, Brixton, Builder High Court Pet March 8 Ord Dec 21

Amended notice substituted for that published in the London Gazette of Nov 14:

SUTTON, GODFREY, Outwood, nr Wakefield, Newsagent Wakefield Pet Nov 9 Ord Nov 9

FIRST MEETINGS.

CALLAM, GILLISPICE, Oxford rd, Islington, Provision Dealer Jan 2 at 11 Bankruptcy bldgs, Carey st

CHANT ROBERT STROUD, Trinity st, Southwark, Shorthand Writer Jan 2 at 12 Bankruptcy bldgs, Carey st

DARRELL, HARRINGTON WYNDHAM, Norwich, Doctor Jan 3 at 12 30 Off Rec, 8, King st, Norwich

DORLING ROBERT ARTHUR, East Ham, Labourer Jan 3 at 12 Bankruptcy bldgs, Carey st

FELLOWS, OSCAR ALFRED, and JOHN WILSON, Leicester, Boot Manufacturers Jan 5 at 3 Off Rec, 1, Berridge st, Leicester

FOX JAMES, Swansea, Journalist Jan 2 at 12.30 Off Rec, 31, Alexandra rd Swansea

GOODWIN, GEORGE, and ALONZO KAYE, Bradford, Cabinet Makers Jan 8 at 11 Off Rec, 31, Manor row, Bradford

GRIMLEY, JOSEPH, Southport, Journeyman Cabinet Maker Jan 4 at 10.30 Off Rec, 35, Victoria st, Liverpool

HOLMES, SAMUEL, York, House Furnisher Jan 4 at 12.15 Off Rec, 28, Stonegate, York

HOLT, ALFRED, Altrincham, Chester, Coal Merchant Jan 3 at 2 30 Off Rec, Byrom st, Manchester

HORNSEY, JOHN, Bourne, Lincoln, Chemist Jan 19 at 11.45 Law Courts, New rd, Peterborough